



# भारत का राजपत्र The Gazette of India

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No. 37]

NEW DELHI, SATURDAY, SEPTEMBER 13, 1997/BHADRA 22, 1919

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
Separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

गृह मंत्रालय

(पुनर्वास प्रभाग)

नई दिल्ली, 16 जुलाई, 1997

2. इसमें अधिसूचना सं० 1(8)/93-बंदोबस्त (क)  
ता० 31-1-97 का अधिग्रहण हो जाता है।

[सं० 1(8)/93-बंदोबस्त(क)]

सुरजीत सिंह, अव्वर सचिव

MINISTRY OF HOME AFFAIRS

(Rehabilitation Division)

New Delhi, the 16th July, 1997

का०आ० 2226.—विस्थापित व्यक्ति (प्रतिकर एवं पुनर्वास) अधिनियम, 1954 की धारा 3 की उपधारा-(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा भूमि एवं भवन विभाग, राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार में संयुक्त सचिव, श्री प्रशान्त गोयल को संयुक्त सचिव के बतौर अपने स्वयं के कर्तव्यों के अतिरिक्त, उपरोक्त अधिनियम द्वारा अथवा उसके अन्तर्गत राष्ट्रीय राजधानी क्षेत्र, दिल्ली में स्थित निष्ठांत अहरी एवं ग्रामीण संपत्तियों के प्रवर्ध तथा निपटान के संबंध में बतौर उप मुख्य बंदोबस्त आयुक्त को सौंपे गए कार्यों को करने के लिए उप मुख्य बंदोबस्त आयुक्त के रूप में नियुक्त करती है।

S.O. 2226.—In exercise of powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, the Central Government hereby appoints Shri Prashant Goel, Joint Secretary in the Land and Building Department, Government of National Capital Territory of Delhi, as Deputy Chief Settlement Commissioner for the purposes of performing, in addition to his own duties as Joint Secretary, the functions assigned to him as a Deputy Chief Settlement Commissioner by or under the aforesaid

Act, in respect of the management and disposal of evacuee urban and rural properties and lands situated in the National Capital Territory of Delhi.

2. This supersedes Notification No. 1(6)/93-Settlement (A) dated 31st January, 1997.

[No. 1(6)/93-Settlement (A)]  
SURJIT SINGH, Under Secy.

नई दिल्ली, 17 जुलाई, 1997

का.आ. 2227.—नियंत्रित संपत्ति प्रबंध अधिनियम, 1950 (अधिनियम 1950 की संख्या 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार के भूमि एवं भवन विभाग में संयुक्त सचिव श्री प्रशान्त गोयल को संयुक्त सचिव के रूप में उनके स्वयं के दायित्वों के अतिरिक्त राष्ट्रीय राजधानी क्षेत्र दिल्ली में स्थित निष्प्रांत शहरी तथा ग्रामीण सम्पत्तियों तथा भूमि के प्रबंध एवं निपटान के संबंध में उक्त अधिनियम के द्वारा अथवा उसके अधीन सहायक महाभिरक्षक के रूप में उन्हें सौंपे गए कार्यों के निष्पादन के उद्देश्य से उन्हें सहायक महाभिरक्षक नियुक्त करती है।

2. इससे अधिसूचना सं. 1(8)/93-बंदोबस्त(ग) ता. 31 जनवरी, 97 का अधिनिर्माण किया जाता है।

[संख्या 1(8)/93-बंदोबस्त(ग)]  
सुरजीत सिंह, अवर सचिव

New Delhi, the 17th July, 1997

S.O. 2227.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (Act No. 31 of 1950), the Central Government hereby appoints Shri Prashant Goel, Joint Secretary in the Land and Building Department, Government of National Capital Territory of Delhi as Assistant Custodian General for the purpose of performing, in addition to his own duties as Joint Secretary, the functions assigned to him as Assistant Custodian General by or under the aforesaid Act, in respect of management and disposal of evacuee urban and rural properties and land situated in the National Capital Territory of Delhi.

2. This supersedes notification No. 1(6)/93-Settlement (C) dated 31st January, 1997.

[No. 1(6)/93-Settlement (C)]  
SURJIT SINGH, Under Secy.

कामिक, लोक शिकायत तथा पेंशन मंत्रालय

(पेंशन एवं पेंशनभोगी कल्याण विभाग)

शुद्धि पत्र

नई दिल्ली, 7 अगस्त, 1997

का.आ. 2228.—भारत के राजपत्र के भाग II, खंड 3, उपखंड (ji) में दिनांक 10 फरवरी, 1996 को प्रकाशित अधिसूचना में, भारत सरकार, कामिक, लोक शिकायत तथा पेंशन मंत्रालय के दिनांक 28 दिसम्बर, 1995 के का.आ. 378 पुष्ट 478 को इस प्रकार पढ़ा जाए:—

1. 1. (i) की दूसरी पंक्ति में “1995” के स्थान पर “1996”
2. 2. (च) की तीसरी पंक्ति में “कम्प्यूटर आदि” के स्थान पर “तथा कम्प्यूटर”
3. 2 (घ) की तीसरी पंक्ति में “कम्प्यूटर आदि” के स्थान पर “तथा कम्प्यूटर”

[सं. 20/2/92-पी. एंड पी. डब्ल्यू. (ई.)]

रतन लाल, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES & PENSION

(Department of Pension & Pensioners' Welfare)

CORRIGENDA

New Delhi, the 7th August, 1997

S.O. 2228.—In the English version of the notification of the Government of India in the Ministry of Personnel, Public Grievances and Pensions (Department of Pension & Pensioners' Welfare) Number S.O. 378 dated the 28th Dec., 1995, published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 10th Feb., 1996, at page 499,—

- (i) in line 9, for “1995” read “1996”.
- (ii) in line 16, for “To” read “to”;
- (iii) in line 18, for “computers etc.”, read “and computers”;
- (iv) in line 24, for “Meeting”, read “meeting”;
- (v) in line 26, for “computers etc.”, read “and computers”;

[No. 20/2/92-P&PW(E)]  
RATTAN LAL, Dy. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 31 जुलाई, 1997

स्टाम्प

का.आ. 2229.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो आवास तथा शहरी विकास निगम लिमिटेड, नई दिल्ली द्वारा

13-3-96 को आवंटित किए गए 11 एनिश्ट हुडको ऋण-पत्रों के रूप में वर्णित प्रोमिसरी नोट के स्वरूप वाले सरकार द्वारा प्रत्याभूत ऋण-पत्रों—2006 (XLIV श्रृंखला), (श्रृंखला-96/1/क) के 50-50 लाख रुपये के मूल्य के 1 से 38 तक की विशिष्ट संख्या वाले, (श्रृंखला-96/1/ख) के 5-5 लाख रुपये मूल्य के 1 से 16 तक की विशिष्ट संख्या वाले (श्रृंखला-96/1/ग) के एक-एक लाख रुपये मूल्य के 1 से 3 तक की विशिष्ट संख्या वाले, (श्रृंखला-96/1/घ) के 25000-25000 रुपये मूल्य के 1 से 8 तक की विशिष्ट संख्या वाले तथा (श्रृंखला-96/1/ङ) के 10-10 हजार रु. मूल्य के 1 से 5 तक की विशिष्ट संख्या वाले मात्र बोनस कराई रुपये के समग्र मूल्य के बंध-पत्रों पर उक्त अधिनियम के तहत प्रभाय है।

[सं. 24/97-स्टाम्प—एफ. सं. 14/13/96-बि.क.]  
एस. कुमार अवर सचिव

#### MINISTRY OF FINANCE

(Department of Revenue)

#### ORDER

New Delhi, the 31st July, 1997

#### STAMPS

S.O. 2229.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as 14% HUDCO Government Guaranteed Bonds-2006 (XLIV Series) bearing distinctive numbers from 1 to 38 (Series 96/1/A) of rupees fifty lakh each, from 1 to 16 (Series 96/1/B) of rupees five lakh each, from 1 to 3 (Series 96/1/C) of rupees one lakh each, from 1 to 6 (Series 96/1/D) of rupees twenty five thousand each and from 1 to 5 (Series 96/1/E) of rupees ten thousand each aggregating to rupees twenty crores only allotted on 13-3-96 by Housing & Urban Development Corporation Limited, New Delhi are chargeable under the said Act.

[No. 24/97-Stamp-F. No. 14/13/96-ST]

S. KUMAR, Under Secy.

#### आदेश

नई दिल्ली, 31 जुलाई, 1997

#### स्टाम्प

का.प्रा. 2230—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्राप्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो आवास और शहरी विकास निगम, नई दिल्ली द्वारा 28-3-95 को आवंटित किए गए 12.5% हुडको ऋण-पत्रों के रूप में वर्णित बंधपत्रों के स्वरूप वाले सरकार द्वारा प्रत्याभूत ऋण-पत्रों 2005—(XLIV श्रृंखला) (श्रृंखला 95/1/क) 50-50 लाख रु. मूल्य के, 1 से 23 तक की विशिष्ट संख्या वाले (श्रृंखला 95/1/ख) 10-10 लाख रुपये मूल्य के, 1 से 103 तक की विशिष्ट संख्या वाले (श्रृंखला 95/1/ग) 1-1 लाख रु. के मूल्य के, 1 से 48 तक

की विशिष्ट संख्या वाले (श्रृंखला 95/1/घ) 25000-25000 रु. मूल्य के तथा 1 से 50 तक की विशिष्ट संख्या वाले (श्रृंखला 95/1/ङ) के 10-10 हजार रु. मूल्य के मात्र चालीस करोड़ रु. के समग्र मूल्य के बंध पत्रों पर उक्त अधिनियम के तहत प्रभाय है।

[सं. 25/97-स्टाम्प—फा. सं. 14/13/96-बि.क.]  
एस. कुमार, अवर सचिव

#### ORDER

New Delhi, the 31st July, 1997

#### STAMPS

S.O. 2230.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of debentures described as 12.5% HUDCO Government Guaranteed Bonds-2005 (XLIII-Series) bearing distinctive numbers from 1 to 73 (Series 95/1/A) of rupees fifty lakhs each, 1 to 2 (Series 95/1/B) of rupees ten lakhs each, 1 to 103 (Series 95/1/C) of rupees one lakh each, 1 to 48 (Series 95/1/D) of rupees twenty five thousand each and 1 to 50 (Series 95/1/E) of rupees ten thousand each aggregating to rupees forty crores only allotted on 28-3-95 by Housing & Urban Development Corporation Limited, New Delhi are chargeable under the said Act.

[No. 25/97-Stamp-F. No. 14/13/96-ST]

S. KUMAR, Under Secy.

#### आदेश

नई दिल्ली, 31 जुलाई, 1997

#### स्टाम्प

का.प्रा. 2231—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो आवास और शहरी विकास निगम लि. द्वारा प्रोमिसरी नोटों के रूप में निम्नोक्त प्रकार के वर्णित बांडों पर उक्त अधिनियम के तहत प्रभाय है:—

- (1) 15-2-1996 को आवंटित किए गए 95740001 से 96950000 तक की विशिष्ट संख्या वाले एक सौ द्वाकिस करोड़ रु. के समग्र मूल्य के प्रत्येक 1000-1000 रु. मूल्य के 10.5% कर मुक्त हुडको बांड श्रृंखला V क;
- (2) 12-3-1996 को आवंटित किए गए 96950001 से 97110000 तक की विशिष्ट संख्या वाले मात्र सोलह करोड़ रु. के समग्र मूल्य के प्रत्येक 1000-1000 रु. मूल्य के 10.5% कर मुक्त हुडको बांड श्रृंखला V ख;
- (3) 27-3-1996 को आवंटित किए गए 97110001 से 97585000 तक की विशिष्ट संख्या वाले मात्र सैंतालीस सौ करोड़ पचास लाख रु. के समग्र मूल्य के प्रत्येक 1000-1000 रु.

मूल्य के 10.5% कर मुक्त हुडको बांड  
श्रृंखला-V ग;

- (4) 30-3-1996 को आवंटित किए गए  
97585001 से 98475000 तक की विशिष्ट  
संख्या वाले मात्र नवासी करोड़ रु. के समग्र  
मूल्य के प्रत्येक 1000-1000 रु. मूल्य के  
10.5% कर मुक्त हुडको बांड श्रृंखला-V-घ।

[सं. 26/97-स्टाम्प-फा.सं. 14/20/96-बि.क.  
एस. कुमार, अवर सचिव

#### ORDER

New Delhi, the 31st July, 1997

#### STAMPS

S.O. 2231.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as :—

- (i) 10.5% Tax-free HUDCO Bonds Series V-A bearing distinctive numbers 95740001 to 96950000 of rupees one thousand each aggregating to rupees one hundred twenty one crores allotted on 15-2-1996;
- (ii) 10.5% Tax-free HUDCO Bonds Series V-B bearing distinctive numbers 96950001 to 97110000 of rupees one thousand each aggregating to rupees sixteen crores only allotted on 12-3-1996;
- (iii) 10.5% Tax-free HUDCO Bonds Series V-C bearing distinctive numbers 97110001 to 97585000 of rupees one thousand each aggregating to rupees forty seven crores and fifty lakhs only allotted on 27-3-1996;
- (iv) 10.5% Tax-free HUDCO Bonds Series V-D bearing distinctive numbers 9758001 to 98475000 of rupees one thousand each aggregating to rupees eighty nine crores only allotted on 30-3-1996.

by Housing and Urban Development Corporation Limited, New Delhi are chargeable under the said Act.

[No. 26/97-Stamp-F. No. 14/20/96-ST]

S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 31 जुलाई, 1997

स्टाम्प

का.भा.2232—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो आवास एवं शहरी विकास निगम लिमिटेड, नई दिल्ली द्वारा दिनांक 31-3-97 को प्रोमिसरी नोटों के रूप में आवंटित किए गए बासठ करोड़ रु. के कुल मूल्य के प्रत्येक एक-एक हजार रु. के 10000001 से 10620000 तक की विशिष्ट संख्या वाले 13.5% कर योग्य हुडको बांड (श्रृंखला VII) के रूप में वर्णित बांडों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 27/97-स्टाम्प-फा.सं. 14/20/97-बि.क.]

एस. कुमार, अवर सचिव

#### ORDER

New Delhi, the 31st July, 1997

#### STAMPS

S.O. 2232.—in exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as 13.5% Taxable HUDCO Bonds (Series-VII) bearing distinctive numbers 10000001 to 10620000 of rupees one thousand each aggregating to rupees sixty two crores only allotted on 31-3-1997 by Housing & Urban Development Corporation Limited, New Delhi are chargeable under the said Act.

[No. 27/97-Stamp-F. No. 14/20/97-ST]  
S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 31 जुलाई, 1997

स्टाम्प

का० भा० 2233.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो आवास और शहरी विकास निगम लि० नई दिल्ली द्वारा जारी किए गए मात्र एक सौ करोड़ रुपये के समग्र मूल्य वाले प्रत्येक 1000-1000/- रुपये के 98475001 से 99475000 तक की विशिष्ट संख्या वाले 10.50% कर-मुक्त हुडको बांडों (श्रृंखला VI) के रूप में वर्णित प्रोमिसरी नोटों के स्वरूप के बांडों पर उक्त अधिनियम के तहत प्रभावी है।

[सं० 28/97-स्टा०-फा० सं० 14/13/96-बि० क०]

एस. कुमार, अवर सचिव

#### ORDER

New Delhi, the 31st July, 1997

#### STAMPS

S.O. 2233.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as 10.50% Tax-Free HUDCO Bonds (Series-VI) bearing distinctive numbers 98475001 to 99475000 of rupees one thousand each aggregating to rupees one hundred crore only issued by Housing & Urban Development Corporation Limited, New Delhi are chargeable under the said Act.

[No. 28/97-Stamp-F. No. 14/13/96-ST]  
S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 31 जुलाई, 1997

स्टाम्प

का० भा० 2234.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय

सरकार एतद्वारा उस शुल्क का माफ़ करती है जो आवास और शहरी विकास निगम लि०, नई दिल्ली द्वारा दिनांक 24-4-97 को आवांठित किए गए सात दो सौ पचास करोड़ एक लाख तेरह हजार रुपये के समग्र मूल्य वाले प्रत्येक 1000-1000/- रुपये के 000001 से 2500113 तक की विशिष्ट संख्या वाले 15% बृडको अवसंरचनात्मक बंधपत्रों (श्रृंखला-I) के रूप में वर्णित प्रोमिसरी नोटों के स्वरूप के बंधपत्रों पर उक्त अधिनियम के तहत प्रभावी है।

[सं० 29/97-स्टां-फा० सं० 14/20/97-बि० क०]

एस० कुमार, अवर सचिव

#### ORDER

New Delhi, the 31st July, 1997

#### STAMPS

S.O. 2234.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as 15% HQDCO Infrastructure Bonds (Series I) bearing distinctive numbers 000001 to 2500113 of rupee one thousand each aggregating to rupees two hundred fifty crore one lakh thirteen thousand only allotted on 24-4-1997 by Housing & Urban Development Corporation Limited, New Delhi are chargeable under the said Act.

[No. 29/97-Stamp-F. No. 14/20/97-ST]

S. KUMAR, Under Secy.

#### आदेश

नई दिल्ली, 19 अगस्त, 1997

#### स्टाम्प

का० आ० 2235.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क का माफ़ करती है जो भारतीय औद्योगिक पुनर्निर्माण बैंक लि०/भारतीय औद्योगिक निवेश बैंक लि० कलकत्ता द्वारा प्रोमिसरी नोटों के रूप में जारी किए गए निम्नलिखित रूप में वर्णित बांडों पर उक्त अधिनियम के अंतर्गत प्रभावी है :—

- (क) एक सौ तेरह करोड़ अठ्ठासी लाख ६० के कुल मूल्य के ख 00001 से ख 02406 तक की विशिष्ट संख्या वाले 16.25% आई आर बी आई बांड (श्रृंखला-ख);
- (ख) बासठ करोड़ ६० के कुल मूल्य के ग 0001 से ग 00062 तक की विशिष्ट संख्या वाले 16.25% आई आर बी आई बांड (श्रृंखला-ग);
- (ग) पचास करोड़ ६० के कुल मूल्य के घ 00001 की विशिष्ट संख्या वाला 16.25% आई आर बी आई बांड (श्रृंखला-घ);
- (घ) तिहत्तर करोड़ पचहत्तर लाख ६० के कुल मूल्य के प्रत्येक एक-एक लाख ६० के ई/ओ एल/00001

से 15 तक प्रत्येक दस-दस लाख ६० के ई/टी एल/00016 से 26 तक, प्रत्येक पचास-पचास लाख ६० के ई/एफ टी बाई/00027 और एक-एक करोड़ ६० के ई/ओ सी/00028 से 99 तक की विशिष्ट संख्या वाले 15.5% आई आर बी आई बांड (श्रृंखला-ङ)

(ङ) चौबीस करोड़ बियालिस लाख ६० के कुल मूल्य के प्रत्येक एक-एक लाख ६० के एफ/ओ एल/00001 से 12 तक प्रत्येक दस-दस लाख ६० के एफ/टी एल/00018 से 20 तक, प्रत्येक पचास-पचास लाख ६० के एफ/एफ टी बाई/00021 और प्रत्येक एक-एक करोड़ रुपये के एफ/ओ सी/00022 से 44 तक की विशिष्ट संख्या वाले 15% आई आर बी आई बांड (श्रृंखला-च);

(च) पचास करोड़ ६० के कुल मूल्य के छ-00001 से 50 तक की विशिष्ट संख्या वाले 15% आई आई बी आई बांड (श्रृंखला-छ);

(छ) पचास करोड़ ६० के कुल मूल्य के ज-00001 से 50 तक की विशिष्ट संख्या वाले 15% आई आई बी आई बांड (श्रृंखला-ज);

(ज) पच्चीस करोड़ ६० के कुल मूल्य के झ-00001 से 25 तक की विशिष्ट संख्या वाले 12% आई आई बी आई बांड (श्रृंखला-झ); और

(झ) दस करोड़ ६० के कुल मूल्य के ज-00001 से 10 तक की विशिष्ट संख्या वाले 11.25% आई आई बी आई बांड (श्रृंखला-ञ)

[सं० 38/97-स्टाम्पस-फा० सं० 14/32/96-बि० क०]  
एस० कुमार, अवर सचिव

#### ORDER

New Delhi, the 19th August, 1997

#### STAMPS

S.O. 2235.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as :—

- (a) 16.25% IRBI Bonds (B-Series) bearing distinctive numbers from B00001 to B02406 aggregating to rupees one hundred thirteen crores eighty eight lakhs only.
- (b) 16.25% IRBI Bonds (C-Series) bearing distinctive numbers from C0001 to C00062 aggregating to rupees sixty two crores only;
- (c) 16.25% IRBI Bonds (D-Series) bearing distinctive numbers D00001 aggregating to rupees fifty crores only;
- (d) 15.5% IRBI Bonds (E-Series) bearing distinctive numbers from E/OL/00001 to 15 of rupees one lakh each, from E/TL/00016 to 26 of rupees ten lakh each, from E/WTY/00027 of rupees fifty lakh only and E/OC/00028 to 99 of rupees one crore each

aggregating to rupees seventy three crores seventy five lakhs only;

- (e) 15% IRBI Bonds (F-Series) bearing distinctive numbers from F/OL/00001 to 12 of rupees one lakh each, from F/TL/00018 to 20 of rupees ten lakh each, F/FTY/00021 of rupees fifty lakh and F/OC/00022 to 44 of rupees one crore each aggregating to rupees twenty four crores forty two lakhs only;
- (f) 15% IIBI Bonds (G-Series) bearing distinctive numbers from G-00001 to 50 aggregating to rupees fifty crores only;
- (g) 15% IIBI Bonds (H-Series) bearing distinctive numbers from H-00001 to 50 aggregating to rupees fifty crores only ;
- (h) 12% IIBI Bonds (I-Series) bearing distinctive numbers from I-00001 to 25 of rupees twenty five crores only; and
- (i) 11.25% IIBI Bonds (J-Series) bearing distinctive numbers from J-00001 to 10 aggregating to rupees ten crore only.

Issued by the Industrial Investment Bank of India Limited/Industrial Reconstruction Bank of India Limited, Calcutta are chargeable under the said Act.

[No. 38/97-Stamp-F. No. 14/32/96-ST]  
S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 21 अगस्त, 1997

स्टाम्प

का. आ. 2236.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा 1 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो नेशनल हाइड्रोइलेक्ट्रिक पावर कारपोरेशन लि. फरीदाबाद द्वारा निम्नलिखित प्रोमिसरी नोटों के रूप में वर्णित बांडों पर उक्त अधिनियम के अंतर्गत प्रभावी है

(क) दिनांक 31 मार्च, 1997 को आवंटित किए गए 56 करोड़ 33 लाख रु. के कुल मूल्य के 120000001 से 120563500 तक की विशिष्ट संख्या वाले "एल" श्रृंखला कराधेय बांड (प्रथम ट्रेच);

(ख) दिनांक 31 मार्च, 1997 को आवंटित किए गए 63 करोड़ 30 लाख रु. के कुल मूल्य के 120563501 से 121196500 तक की विशिष्ट संख्या वाले "एल" श्रृंखला कराधेय बांड (द्वितीय ट्रेच) ; और

(ग) दिनांक 31 मार्च, 1997 को आवंटित किए गए 51 करोड़ रु. के कुल मूल्य के 121196501 से 121706500 तक की विशिष्ट संख्या वाले "एल" श्रृंखला कर-मुक्त बांड (द्वितीय ट्रेच)

[सं. 39/97-स्टाम्पस फा. सं. 14/25/97]  
बि. क.]

एस. कुमार, अवर सचिव

## ORDER

New Delhi, the 21st August, 1997

## STAMPS

S.O. 2235.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as :—

- (a) 'L' Series Taxable Bonds (1st Trench) bearing distinctive numbers from 120000001 to 120563500 aggregating to rupees fifty six crores thirty five lakhs only allotted on 31st March, 1997;
- (b) 'L' Series Taxable Bonds (IInd Trench) bearing distinctive numbers from 120563501 to 121196500 aggregating to rupees sixty three crores thirty lakhs only allotted on 31st March, 1997; and
- (c) 'L' Series Tax-Free Bonds (IInd Trench) bearing distinctive numbers from 121196501 to 121706500 aggregating to rupees fifty one crore only allotted on 31st March, 1997.

by National Hydroelectric Power Corporation Limited, Faridabad are chargeable under the said Act.

[No. 39/97-Stamp-F. No. 14/25/97-ST]

S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 21 अगस्त, 1997

स्टाम्प

का. आ. 2237.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो भारतीय लघु उद्योग विकास बैंक, मुम्बई द्वारा नि. लि. प्रोमिसरी नोटों के रूप में वर्णित बांडों पर उक्त अधिनियम के अंतर्गत प्रभावी है --

(क) फरवरी, 1997 के दौरान जारी किए गए 50 करोड़ रु. के कुल मूल्य के 13.75% सिडबी एस एल आर बांड-2007 (7वीं श्रृंखला) ; और

(ख) जनवरी-फरवरी, 1997 के दौरान जारी किए गए 3 करोड़ रु. के कुल मूल्य के 00001 से 30000 तक की विशिष्ट संख्या वाले 15.5% सिडबी बांड (श्रृंखला-I) ।

[सं. 40/97 स्टाम्पस-फा. सं. 14/1/97  
बि. क.]

एस. कुमार, अवर सचिव

## ORDER

New Delhi, the 21st August, 1997

## STAMPS

S.O. 2237.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the

duty with which the bonds in the nature of promissory notes described as :—

- (a) 13.75% SIDBI SLR Bonds-2007 (7th-Series) aggregating to rupees fifty crores only issued during February, 1997; and
- (b) 15.5% SIDBI Bonds (Series-I) bearing distinctive numbers from 00001 to 30000 of rupees one lakh each aggregating to rupee three hundred crores only issued during January-February, 1997.

by Small Industries Development Bank of India, Mumbai are chargeable under the said Act.

S. KUMAR, Under Secy.  
[No. 40/97-Stamp-F. No. 14/1/97-S1]

अदेश

राजस्व विभाग  
नई दिल्ली, 21 अगस्त, 1997  
स्टाम्प

का. आ. 2238.—भारतीय स्टाम्प अधिनियम, 1899 ( 1899 वा 2 ) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो स्टेट बैंक ऑफ ट्रावणकोर द्वारा दि. 29 मार्च, 1997 को प्रोमिसरी नोटों के रूप में आबंटित किए गए 35 करोड़ रु. के समग्र मूल्य के 11001 से 14500 तक की विशिष्ट संख्या वाले 16.25 % अपरिवर्तनीय असुरक्षित बांड के रूप में वर्णित बांडों पर उक्त अधिनियम के अंतर्गत प्रभावी है।

[सं. 41/97—स्टाम्प-फा. सं. 14/9/97-बि.क.]  
एस. कुमार, अवर सचिव  
(Department of Revenue)

## ORDER

New Delhi, the 21st August, 1997

## STAMPS

S.O. 2238.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as 16.25 per cent Non-convertible Unsecured Bonds bearing distinctive numbers from 11001 to 14500 of the aggregate value of rupees thirty five crores only allotted on 29th March, 1997 by the State Bank of Travancore, are chargeable under the said Act.

[No. 41/97-Stamp-F. No. 14/9/97-S1]

S. KUMAR, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड  
नई दिल्ली, 1 सितम्बर, 1997

का. आ. 2239.—सर्वसाधारण के सूचनार्थ यह अधिसूचित किया जाता है कि नीचे उल्लिखित संस्था/एसोसिएशन और इसके नीचे दिए गए उसके कार्यक्रम को सचिव, पर्यावरण और वन मंत्रालय, भारत सरकार, नई दिल्ली, जो आयकर नियमावली, 1962 के नियम 6—ककम

के अन्तर्गत निर्धारित प्राधिकारी हैं; द्वारा आयकर अधिनियम, 1961 की धारा 35-गगख के प्रयोजनार्थ अनुमोदित किया गया है।

संस्था/एसोसिएशन का नाम

मै. विक्रम साराभाई विकास अन्तर्क्रिया केन्द्र, थल-तेज, टेकरा, अहमदाबाद—380054

कार्यक्रम

मै. विक्रम साराभाई विकास अन्तर्क्रिया केन्द्र (वी आई के एस ए टी) के लिए प्राकृतिक संसाधनों का संरक्षण।

निर्धारित प्राधिकारी द्वारा किए गए दोनों ही अनुमोदन अर्थात् (i) धारा 35—गगख की उपधारा (2) के अन्तर्गत उक्त संस्था/एसोसिएशन के लिए; और (ii) धारा 35—गगख की उपधारा (i) के अन्तर्गत उक्त कार्यक्रम के लिए अनुमोदित निम्नलिखित शर्तों के अधीन रहते हुए दिनांक 01-4-97 से 31-3-98 तक की एक वर्ष की अवधि के लिए वैध होंगे।

1. मै. विक्रम साराभाई विकास अन्तर्क्रिया केन्द्र (वी आई के एस ए टी), थलतेज टेकरा, अहमदाबाद—380054 द्वारा संरक्षण गति-विधियों के लिए उसके द्वारा प्राप्त किए गए दानों का अलग से खाता रखा जाएगा।
2. मै. विक्रम साराभाई विकास अन्तर्क्रिया केन्द्र, अहमदाबाद द्वारा वित्त वर्ष (1997-98) के लिए अपने संरक्षण कार्यक्रम की प्रगति रिपोर्ट दिनांक 31 मार्च, 1998 तक निर्धारित प्राधिकारी के पास भेजी जाएगी।
3. मै. विक्रम साराभाई विकास अन्तर्क्रिया केन्द्र, अहमदाबाद द्वारा कुल आय और देनदारियों को दर्शाने वाले वार्षिक खाते को दिनांक 30 जून तक निर्धारित प्राधिकारी को प्रस्तुत किया जाएगा और इन दस्तावेजों की एक-एक प्रति संबंधित आयकर आयुक्त के पास भेजी जाएगी।
4. यह अनुमोदन निर्धारित प्राधिकारी की निरन्तर संतुष्टि के अधीन है और यदि आवश्यक समझा गया, तो इसे भूतत्काली प्रभाव में वापस लिया जा सकता है।

[अधिसूचना सं. /10402 फा. सं. 203/11/97—आयकर नि.-II]

मालयी आर. श्रीधरन, अवर सचिव (आयकर नि.—II)

## CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 1st September, 1997

S.O. 2239.—It is notified for general information that the Institution/Association mentioned below and its programme given hereunder have

been approved by the Secretary, Ministry of Environment and Forests, Government of India, New Delhi, being the prescribed authority under the rule 6-AAC of the Income-tax Rules, 1962, for the purposes of Section 35-CCB of Income-tax 1961

Name of the Institution/Association

M/s. Vikram Sarabhai Centre for Development Interaction, Thaltej Tekra, Ahmedabad-380054

Programme

Conservation of natural resources to  
M/s. Vikram Sarabhai Centre for Development Interaction (VIKSAT).

Both the approvals accorded by the Prescribed Authority namely (i) to the Institution/Association under sub-section (2) of Section 35-CCB and (ii) to the programmes under sub-section (i) of Section 35-CCB are valid for a period of one year with effect from 1st April, 1997 to 31st March, 1998 subject to the following conditions :

1. M/s. Vikram Sarabhai Centre for Development Interaction (VIKSAT) Thaltej Tekra, Ahmedabad-380 054 shall maintain a separate account of the donations received by it for conservation activities.
2. M/s. Vikram Sarabhai Centre for Development Interaction, Ahmedabad, shall furnish progress report of their conservation programme to the prescribed authority for the financial year (1997-98) by 31st March, 1998.
3. M/s. Vikram Sarabhai Centre for Development Interaction, Ahmedabad, shall submit to the Prescribed Authority by the 30th June annual accounts showing total income and liabilities and a copy of each of these documents be sent to the concerned Commissioner of Income-tax.
4. The approval is subject to the continued satisfaction of the prescribed authority and may be withdrawn with retrospective effect, if considered necessary.

[Notification No. 10402/F. No. 203/11/97-ITA.II]

MALATHI R. SRIDHARAN, Under Secy.  
(ITA. II)

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 29 अगस्त, 1997

का. आ. 2240.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के सिफारिश पर एतद्वारा घोषणा करती है कि उक्त

अधिनियम की धारा 7 की उपधारा (1) के उपबन्ध भारत में व्यापार करने के लिए फ्रांस के बैंक "बैंक इन्डो-स्यूज" पर लागू नहीं होंगे।

[संख्या 15/6/97—बी. ओ. ए.]

के. के. मंगल, अवर सचिव

MINISTRY OF FINANCE  
(Department of Economic Affairs)  
(Banking Division)

New Delhi, the 29th August, 1997

S.O. 2240.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provision of sub-section (1) of section 7 of the said Act shall not apply to "Banque Indosuez", a French based bank for carrying on banking business in India.

[No. 15/6/97-BOA]

K. K. MANGAL, Under Secy.

मुख्य आयकर आयुक्त के कार्यालय, कलकत्ता

अधिसूचना सं. —3/97-98

कलकत्ता, 7 जुलाई, 1997

का. आ. 2241 :—आयकर अधिनियम, 1961 की धारा 120 के अंतर्गत प्रदत्त शक्तियों तथा इसके अंतर्गत अन्य सभी शक्तियों का प्रयोग करते हुए, हम मुख्य आयकर आयुक्त, मुख्य आयकर आयुक्त—II, कलकत्ता, मुख्य आयकर आयुक्त—III कलकत्ता, आयकर महानिदेशक (अनु.), पूर्व एवं आयकर महानिदेशक (छूट), कलकत्ता एतद्वारा केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली द्वारा जारी किये गये एस. ओ. सं. 466 (ई), 467 (ई) तथा 468 (ई) सभी दिनांक 27-06-1997 अधिसूचना सं. 10377--79, फा. सं. 142, 148/97—टी पी एल) के अनुसार धारा 139 (1) का शर्त तथा अन्य सभी संगत आयकर अधिनियम, 1961 के उपबन्धों के कार्यान्वयन के लिए आयकर उपायुक्त का प्रभार जो कि आयकर उपायुक्त (नई निर्धारित स्कीम) रेंज—22, कलकत्ता के रूप में पदनामित तथा सं. आ. आ. सर्कल—22(1) कलकत्ता, आ. अ. वार्ड—22 (1), कलकत्ता तथा आ. अ. वार्ड—22(2), कलकत्ता के प्रभागों का सृजन करते हैं, केवल उन सभी व्यक्तियों के लिए जो उपरोक्त आयकर अधिनियम, 1961 के धारा 139 (1) के शर्त द्वारा आच्छादित हैं तथा पश्चिम बंगाल टाउन ऐंड कंट्री (योजना तथा विकास) अधिनियम, 1979 (1979 का अधिनियम सं. 13) के अन्तर्गत कलकत्ता महानगर क्षेत्र में समाविष्ट क्षेत्र सहित, कलकत्ता के संचित क्षेत्र में निवास कर रहे हैं।

2. उक्त अधिकारियों का मुख्यालय कलकत्ता में होगा तथा मुख्य आयकर आयुक्त, कलकत्ता के प्रशासनिक नियंत्रण

के अधीन तथा आ. आ., प. ब.—1, कलकत्ता के प्रभार का कार्य करेंगे।

3. यह आदेश 01-07-1997 से भूतलक्षी प्रभावी होगा।

[सं. स. आ./मुख्या/योजना/10/97-98]

(एस. सी. सक्सेना)	(तेजीन्दर सिंह)
आयकर महानिदेशक	मुख्य आयकर
(छूट), कलकत्ता	आयुक्त—3, कलकत्ता
(ए. चटर्जी)	(ए. चटर्जी)
मुख्य आयकर	मुख्य आयकर
आयुक्त—2, कल.	आयुक्त, कलकत्ता

पी. के. शर्मा, आयकर महानिदेशक (अनु.), पूर्व कलकत्ता

# OFFICE OF THE CHIEF COMMISSIONER OF INCOME-TAX, CALCUTTA

No. 3/97-98

## NOTIFICATION

Calcutta, the 7th July, 1997

S.O. 2241.—In exercise of the powers conferred u/s. 120 of the Income-tax Act, 1961, and all other powers enabling us in this behalf, we, the Chief Commissioners of Income-tax, Calcutta, the Chief Commissioner of Income-tax-II, Calcutta, the Chief Commissioner of Income-tax-III, Calcutta, Director General of Income-tax (Investigation) East and Director General of Income-tax (Exemption), Calcutta, hereby create a charge of Deputy Commissioner of Income-tax to be designated as the Deputy Commissioner of Income-tax (New Assessee's Scheme), Range-22, Calcutta and the charges of A.C.I.T., Circle-22(1), Calcutta, I.T.O., Ward-22(1), Calcutta and I.T.O., Ward-22(2), Calcutta, for the implementation of the provisions contained in the proviso to section 139(1) and all other relevant provisions of the Income-tax Act, 1961, as per S.O. Nos. 466(E), 467(E) and 468(E) all dated 27th June, 1997 (Notification Nos. 10377-79 from No. 142, 148/97-TPL) issued by the Central Board of Direct Taxes, New Delhi, exclusively for all the persons covered by the said proviso of the Section 139(1) of the Income-tax Act, 1961 and residing in the agglomeration area of the Calcutta, including the areas as comprised in Calcutta Metropolitan Area within the meaning of West Bengal Town and Country (Planning and Development) Act, 1979 (Act No. 13 of 1979).

2. The said officers will have their Head Quarters at Calcutta and will work under the administrative control of the Chief Commissioner of Income-tax, Calcutta and in the charge of C.I.T., W.B.-I, Calcutta.

2163 GI/97-2

3. This Order will take effect retrospectively from 1st July, 1997.

[No. AC/HQ/Planning/10/97-98]

Sd/-

(S. C. SAXENA)

Director General of Income-tax, (Exemption) Calcutta.

Sd/-

(TEJINDER SINGH)

Chief Commissioner of Income-tax-III, Calcutta.

Sd/-

(A. CHATTERJEE)

Chief Commissioner of Income-tax-II, Calcutta.

Sd/-

(A. CHATTERJEE)

Chief Commissioner of Income-tax, Calcutta.

Sd/-

(P. K. SARMA)

Director General of Income-tax (Investigation) East, Calcutta.

अधिसूचना सं. 4/97-98

कलकत्ता, 9 जुलाई, 1997

का.आ. 2242 :- 09-07-1997 से प्रभावी आ.आ. प.ब.-VII कलकत्ता के प्रभार में स.आ.आ., सर्किल 11(2), कलकत्ता के नये प्रभार, जिसका मुख्यालय कलकत्ता, उ.आ.आ. रेंज 11, कलकत्ता में होगा, का रज्जन किया जाता है।

स.आ.आ. (अनुसंधान), सर्किल 13(2), कलकत्ता के प्रभार, जिसका मुख्यालय कलकत्ता के उ.आ.आ. रेंज-13, कलकत्ता, आ.आ., प.ब.-VIII, कलकत्ता प्रभार में है, को 09-07-1997 से प्रभावी, उन्मूलित किया जाता है।

[सं.स. सेवा/मुख्या/योजना/10/97-98/भाग-8]

ए. चटर्जी, मुख्य आयकर आयुक्त

## NOTIFICATION NO. 4/97-98

Calcutta, the 9th July, 1997

S.O. 2242.—A new charge of A.C.I.T., Circle-11(2), Calcutta with Headquarters at Calcutta, in the D.C.I.T., Range-11, Calcutta in the charge of C.I.T., W.B.-VII, Calcutta, is created with effect from 9th July, 1997.

The Charge of A.C.I.T., (Investigation) Circle-13(2), Calcutta with Headquarters at Calcutta in the D.C.I.T., Range-13, Calcutta, in the charge of C.I.T., W.B.-VIII, Calcutta, is abolished with effect from 9th July, 1997.

[F. No. AC/HQ/Planning/10/97-98/Part-B]

A. CHATTERJEE, Chief Commissioner of Income-tax.

अधिसूचना सं.-5/97-98

कलकत्ता, 14 जुलाई, 1997

का.आ. 2243.—आ.आ.प. बं.-II, कलकत्ता प्रभार के आ.उपा. रेंज 10, कलकत्ता से युक्त स.आ.आ. (अनु.), सर्किल 10(2), कलकत्ता का प्रभार एतद्वारा दिनांक 14-07-97 से समाप्त किया जाता है।

उपर्युक्त वर्णित प्रभार के समाप्ति के परिणाम स्वरूप आ.आ., प.बं. II कलकत्ता के प्रभार में मुक्त आ.उपा., रेंज-10, कलकत्ता के स.आ.आ. (अनु.), सर्किल 10(2), कलकत्ता, दिनांक 14-07-97 से देखेंगे।

आ.आ., जलपाईगुरी, प्रभार के आ.उपा., रेंज जलपाईगुरी के अधीन जलपाईगुरी में स.आ.आ., मुख्यालय का नया प्रभार दिनांक 14-07-97 से सृजन किया जाता है।

[सं. प.सो./मुख्या/पोज./10-97-98/भाग-बी]

ए. चटर्जी, मुख्य आयकर आयुक्त

NOTIFICATION NO. 5/97-98

Calcutta, the 14th July, 1997

S.O. 2243.—The charge of A.C.I.T., (Investigation) Circle-10(2), Calcutta, in D.C.I.T., Range-10, Calcutta, in the charge of C.I.T., W.B.-II, Calcutta, is hereby abolished with effect from 14th July, 1997.

Consequent to the abolition as stated above, the ACIT, (Investigation) Circle-10(1), Calcutta, in the D.C.I.T., Range-10, Calcutta in the charge of C.I.T., W.B.-II, Calcutta will have Jurisdiction over the cases held by the A.C.I.T. (Investigation) Circle-10(2), Calcutta with effect from 14th July, 1997.

A new charge of A.C.I.T., Headquarters at Jalpaiguri, under the D.C.I.T., Range Jalpaiguri, in the charge of C.I.T., Jalpaiguri is created with effect from 14th July, 1997.

[No. AC/HQ/Planning/10/97-98/Part-B]

A. CHATTERJEE, Chief Commissioner of Income-tax.

अधिसूचना सं. 6/97-98

कलकत्ता, 14 जुलाई, 1997

का.आ.— 2244 आदेश सं. 4-97-98 द्वारा आयकर आयुक्त पश्चिम बंगाल-VIII के प्रभार में, आयकर उपायुक्त रेंज-13 कलकत्ता के अधीन सहायक आयकर आयुक्त (अनुसंधान) सर्किल 13(2) कलकत्ता, जिसका मुख्यालय कलकत्ता था, दिनांक 9-7-1997 से समाप्त कर दिया गया है।

दिनांक 9-7-1997 से सहायक आयकर आयुक्त (अनुसंधान) सर्किल 13(2) कलकत्ता प्रभार के समाप्त होने के परिणामस्वरूप आयकर आयुक्त, पश्चिम बंगाल-VIII, कलकत्ता के प्रभार में आयकर उपायुक्त रेंज-13 के अधीन सहायक आयकर आयुक्त (अनुसंधान) सर्किल 13(1) को सहायक आयकर आयुक्त (अनुसंधान) सर्किल 13(2) कलकत्ता के क्षेत्राधिकार मामलों की बाबत अधिकारिता होगी।

[सं. स.आ./मुख्या./पोज./10/98-97/97-98/भाग-बी]

ए. चटर्जी, मुख्य आयकर आयुक्त

NOTIFICATION NO. 6/97-98

Calcutta, the 14th July, 1997

S.O. 2244.—The charge of the A.C.I.T. (Investigation) Circle-13(2), Calcutta, with Headquarters at Calcutta, in the D.C.I.T., Range-13, Calcutta, in the charge of the C.I.T., W.B.-VIII, Calcutta, was abolished w.e.f. 9th July 1997, vide order No. 4/97-98.

Consequent to the abolition of the charge of the A.C.I.T. (Investigation) Circle-13(2), Calcutta, w.e.f. 9th July, 1997, the A.C.I.T. (Investigation) Circle-13(1) under D.C.I.T., Range-13 in the charge of C.I.T., W.B.-VIII, Calcutta, will have jurisdiction over the cases held by the erstwhile A.C.I.T. (Investigation) Circle-13(2), Calcutta.

[No.AC/HQ/Planning/10/96-97/97-98/Part-B]

A. CHATTERJEE, Chief Commissioner of Income-tax.

वाणिज्य मंत्रालय

(विदेश व्यापार महानिदेशालय)

नई दिल्ली, 22 अगस्त, 1997

का. आ. 2245.—फाइल संख्या 96/82, प्रशा. (जी) से जारी दिनांक 31-7-84 की कार्यालय अधिसूचना के संदर्भ में।

2. राष्ट्रपति, श्री आर. एस. बंधवा, पूर्व नियंत्रक, आयात और निर्यात (समूह "ख" गैर सी एस एस) को दिनांक 14-6-84 से केन्द्रीय व्यापार सेवा, के ग्रेड-3 (सहायक मुख्य नियंत्रक, आयात और निर्यात) अब जिसका नाम बदल कर भारतीय व्यापार सेवा (सहायक महानिदेशक, विदेश व्यापार) हो गया है, में 700-40-900 द.रो. - 40-1100-50-1300 रुपये के संशोधन पूर्व वेतनमान में सैद्धान्तिक (नोशनल) आधार पर नियुक्त करते हैं। भारतीय व्यापार सेवा के ग्रेड-3 में नियुक्ति के लिए श्री आर. एस. बंधवा का नाम श्री एम. के. भट्टाचार्य

के नाम के बाद तथा श्री टी. आर. शशिधरण के नाम से पहले आयेगा।

[संख्या 6/1412/83-कामिक-1/2401]

के. एम. ब्रह्मे, उप महानिदेशक,  
विदेश व्यापार

#### MINISTRY OF COMMERCE

(Directorate General of Foreign Trade)

New Delhi, the 22nd August, 1997

S.O. 2245.—Reference this Office Notification dt. 31-7-84 issued from F. No. 9/6/82-Admn. (G).

2. The President is pleased to appoint Shri R. S. Wadhwa, former Controller of Imports & Exports (Grade 'B'-non CSS) to Grade-III of the Central Trade Services (Asstt. Chief Controller of Imports & Exports) now renamed as Indian Trade Service (Asstt. Director General of Foreign Trade) in the pre-revised scale of pay of Rs. 700-40-900-EB-40-1100-50-1300 w.o.f. 14-6-84 on notional basis only. The name of Shri R. S. Wadhwa will figure below the name of Shri S. K. Bhattacharya and above the name of Shri T. R. Sasidharan for appointment to Grade-III of I.T.S.

[No. 6/1412/83-Pers.I/2401]

K. M. BRAHME, Dy. Director General of Foreign Trade

#### कृषि मंत्रालय

(कृषि अनुसंधान तथा शिक्षा विभाग)

नई दिल्ली, 26 अगस्त, 1997

का. आ. 2246—केन्द्रीय सरकार, कृषि मंत्रालय, कृषि अनुसंधान तथा शिक्षा विभाग राजभाषा (संघ) के शासकीय प्रयोजनों के लिए प्रयोग (नियम 1974 के नियम 10 के उपनियम (4) के अनुसरण में एतद्वारा केन्द्रीय समुद्री मात्स्यिकी अनुसंधान संस्थान (कृ. अ. प. एरणाकुलम, कोचीन के निम्नलिखित केन्द्रों जिनके 80 % में अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है ;

1. के. स. मा. अनु. संस्थान का बम्बई स्थित अनुसंधान केन्द्र।
2. के. स. मा. अनु. संस्थान का मांगलूर स्थित अनुसंधान केन्द्र।

[संख्या 13-5/95-हिन्दी]

आर. पी. सरोज, अवर सचिव

#### MINISTRY OF AGRICULTURE

(Department of Agri. Res. & Education)

New Delhi, the 26th August, 1997

S.O. 2246.—In pursuance of Sub-Rule 4 of Rule 10 of the Official Language (Use of Official purpose of the Union) Rule 1976, the Central Government, Ministry of Agriculture, Department of Agricultural Research and Education hereby notifies the following centres of Central Marine Fisheries Research Institute (ICAR) Ernakulam, Cochin where more

than 80 percent of Staff have acquired the working knowledge of Hindi :

1. CMFRI Research Centre Bombay.
2. CMFRI Research Centre Mangalore.

[No. 13-5/95-HINDI]

R. P. SAROJ, Under Secy.

#### वस्त्र मंत्रालय

नई दिल्ली, 29 अगस्त, 1997

का. आ. 2247—केन्द्रीय सरकार, केन्द्रीय रेशम बोर्ड अधिनियम 1948 (1948 का 61) की धारा 4 की उपधारा (3) के अनुच्छेद (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री एच. एकांथाया को 3 वर्ष की अवधि के लिए केन्द्रीय रेशम बोर्ड के अध्यक्ष के रूप में नियुक्त करती है। उनकी नियुक्ति केन्द्रीय रेशम बोर्ड अधिनियम एवं केन्द्रीय रेशम बोर्ड नियम के प्रावधानों के अध्वधीन होगी।

[एफ. सं. 25012/21/92-सिल्क]

रुकमणि हल्दिया, संयुक्त सचिव

#### MINISTRY OF TEXTILES

New Delhi, the 29th August, 1997

S.O. 2247.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 4 of the Central Silk Board Act 1948 (61 of 1948), the Central Government hereby appoints Shri H. Ekanthaiah, as Chairman of the Central Silk Board for a period of 3 years. His appointment shall be subject to the provisions of the Central Silk Board Act and Central Silk Board Rules.

[F. No. 25012/21/92-Silk]

RUKMANI HALDEA, Jt. Secy.

#### रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 22 अगस्त, 1997

का.आ.—2248 राजभाषा नियम, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसरण में रेल मंत्रालय, रेलवे बोर्ड उत्तर रेलके निम्नलिखित कार्यालयों को जहाँ कर्मचारियों के ने हिन्दी का कार्य-साधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है :-

उत्तर रेल (दिल्ली मंडल)

1. रेल स्टेशन साहिबाबाद
2. रेल स्टेशन चिपियाना बुजुर्ग
3. रेल स्टेशन नया गाजियाबाद
4. रेल स्टेशन गुलधर
5. रेल स्टेशन मुरादगढ़
6. रेल स्टेशन मोदीनगर

7. रेल स्टेशन मोहिद्दीनपुर
8. रेल स्टेशन परतापुर
9. रेल स्टेशन पाबली खास
10. रेल स्टेशन दोराला
11. रेल स्टेशन सखीती टांडा
12. रेल स्टेशन मंसूर-पुर
13. रेल स्टेशन जरोबा नगर
14. रेल स्टेशन मुजफ्फरनगर
15. रेल स्टेशन बामन-हेरी
16. रेल स्टेशन रोहनान कलां
17. रेल स्टेशन देवबंद
18. रेल स्टेशन तलहेडी बुजुर्ग
19. रेल स्टेशन नांगल
20. रेल स्टेशन टपरी
21. रेल स्टेशन खकड़ा
22. रेल स्टेशन कांधला
23. रेल स्टेशन सिलावर
24. रेल स्टेशन थाना भवन टाउन
25. रेल स्टेशन सोनी अर्जनपुर
26. रेल स्टेशन जीद शहर
27. रेल स्टेशन पांडू पिहारा
28. रेल स्टेशन धिबाहा
29. रेल स्टेशन खुकराना
30. रेल स्टेशन नीलथा
31. रेल स्टेशन भंसवाना
32. रेल स्टेशन रूखी
33. रेल स्टेशन मकरीली
34. रेल स्टेशन दाग बहाली
35. रेल स्टेशन गयोंग
36. रेल स्टेशन कलायत
37. रेल स्टेशन नरवाना
38. रेल स्टेशन भोखला
39. रेल स्टेशन तुगलकाबाद
40. रेल स्टेशन लाजपतनगर
41. रेल स्टेशन सेवानगर
42. रेल स्टेशन लोदी कालोनी
43. रेल स्टेशन दिल्ली सफदर जंग
44. रेल स्टेशन बराह स्कैवर
45. रेल स्टेशन पटेल नगर
46. रेल स्टेशन दयाबस्ती
47. रेल स्टेशन दिल्ली किशनगंज
48. रेल स्टेशन नांगलोई
49. रेल स्टेशन खेवर
50. रेल स्टेशन बहादुरगढ़
51. रेल स्टेशन आसीवाह
52. रेल स्टेशन सांपला
53. रेल स्टेशन इस्माइला हरियाणा
54. रेल स्टेशन खराबर

55. रेल स्टेशन सदासिंह बाला
56. रेल स्टेशन मोर
57. रेल स्टेशन मीसरखाना
58. रेल स्टेशन कटार सिंह बाला
59. रेल स्टेशन जाखल
60. रेल स्टेशन होलंबी कलां
61. रेल स्टेशन राठघना
62. रेल स्टेशन सांदल कलां
63. रेल स्टेशन गन्तीर
64. रेल स्टेशन तरावड़ी
65. रेल स्टेशन धीरपुर
66. रेल स्टेशन ढोला माजरा
67. रेल स्टेशन मोहरी
68. सहायक इंजीनियर, दिल्ली
69. सहायक इंजीनियर, नई दिल्ली
70. सहायक इंजीनियर, गाजियाबाद
71. सहायक इंजीनियर, मेरठ नगर
72. सहायक इंजीनियर, पानीपत
73. सहायक इंजीनियर, करनाल
74. सहायक इंजीनियर, रोहतक
75. सहायक इंजीनियर, जीद
76. सहायक इंजीनियर, शामली
77. सहायक इंजीनियर, तुगलकाबाद
78. मुख्य चिकित्सा अधिकारी, दिल्ली
79. वरिष्ठ चिकित्सा अधिकारी नई दिल्ली
80. वरिष्ठ चिकित्सा अधिकारी, सरोजनी नगर
81. वरिष्ठ चिकित्सा अधिकारी, लाजपतनगर
82. वरिष्ठ चिकित्सा अधिकारी, सरदार पटेल मार्ग
83. वरिष्ठ चिकित्सा अधिकारी, तिलक म्रिज
84. वरिष्ठ चिकित्सा अधिकारी, शामली
85. वरिष्ठ चिकित्सा अधिकारी, मेरठ नगर
86. वरिष्ठ चिकित्सा अधिकारी, गाजियाबाद
87. वरिष्ठ चिकित्सा अधिकारी, दिल्ली किशन गंज
88. वरिष्ठ चिकित्सा अधिकारी, शकूरबस्ती
89. वरिष्ठ चिकित्सा अधिकारी, दिल्ली शाहदरा
90. वरिष्ठ चिकित्सा अधिकारी, गंजाबी बाग
91. वरिष्ठ चिकित्सा अधिकारी, विवेक विहार
92. वरिष्ठ चिकित्सा अधिकारी, जीद
93. वरिष्ठ चिकित्सा अधिकारी, रोहतक
94. वरिष्ठ चिकित्सा अधिकारी, तुगलकाबाद

[सं. हिंदी-97 रा. भा. 1/12/1]

डी. पी. सिपाटी, सचिव, रेलवे बोर्ड एवं  
यवेन अपर सचिव

## MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 22nd August, 1997

S.O. 2248.—In pursuance of Sub-Rules (2) and (4) of Rule 10 of the Official Language (Use for the Official Purposes of the Union) Rules, 1976

the Ministry of Railways (Railway Board) hereby notify the following offices of Northern Railway, where the staff have acquired the working knowledge of Hindi :—

#### Northern Railway (DELHI DIVISION)

1. Rail Station, Sahibabad.
2. Rail Station, Chipyana Buzurg.
3. Rail Station, New Ghaziabad.
4. Rail Station, Guldhar.
5. Rail Station, Murad Nagar.
6. Rail Station, Modi Nagar.
7. Rail Station, Mohiddinpur.
8. Rail Station, Partapur.
9. Rail Station, Pabli Khas.
10. Rail Station, Daurala.
11. Rail Station, Sakhoti Tanda.
12. Rail Station, Mansur Pur.
13. Rail Station, Jarauda Nara.
14. Rail Station, Muzaffarnagar.
15. Rail Station, Bamanheri.
16. Rail Station, Rohana Kalan.
17. Rail Station, Deoband.
18. Rail Station, Talheri Buzurg.
19. Rail Station, Nagal.
20. Rail Station, Tapri.
21. Rail Station, Khakra.
22. Rail Station, Kandhala.
23. Rail Station, Sillavar.
24. Rail Station, Thana Bhavan Town.
25. Rail Station, Soni Arjunpur.
26. Rail Station, Jind City.
27. Rail Station, Pandu Pindara.
28. Rail Station, Sewaha.
29. Rail Station, Khukrana.
30. Rail Station, Naulatha.
31. Rail Station, Bhainswan.
32. Rail Station, Rukhi.
33. Rail Station, Makrauli.
34. Rail Station, Dhobh Bahali.
35. Rail Station, Giong.
36. Rail Station, Kalayat.
37. Rail Station, Narwana.
38. Rail Station, Okhla.
39. Rail Station, Tugalkabad.
40. Rail Station, Lajpat Nagar.
41. Rail Station, Sewa Nagar.
42. Rail Station, Lodi Colony.
43. Rail Station, Delhi Safdariang.
44. Rail Station, Barar Square.
45. Rail Station, Patel Nagar.
46. Rail Station, Davabasti.
47. Rail Station, Delhi Kishanganj.
48. Rail Station, Nangloi.
49. Rail Station, Ghevra.
50. Rail Station, Bhadurgarh.
51. Rail Station, Asaudah.
52. Rail Station, Sampla.
53. Rail Station, Ismaila Haryana.
54. Rail Station, Kharawar.
55. Rail Station, Soda-Singhwala.
56. Rail Station, Maur.

57. Rail Station, Maisar Khana.
58. Rail Station, Katar Singh Wala.
59. Rail Station, Jakhal.
60. Rail Station, Holambi Kalan.
61. Rail Station, Rathdhana.
62. Rail Station, Sandal Kalan.
63. Rail Station, Gannaur.
64. Rail Station, Tarawari.
65. Rail Station, Dhirpur.
66. Rail Station, Dhalamazra.
67. Rail Station, Mohri.
68. Assistant Engineer, Delhi.
69. Assistant Engineer, New Delhi.
70. Assistant Engineer, Ghaziabad.
71. Assistant Engineer, Meerut City.
72. Assistant Engineer, Panipat.
73. Assistant Engineer, Karnal.
74. Assistant Engineer, Rohtak.
75. Assistant Engineer, Jind.
76. Assistant Engineer, Shamli.
77. Assistant Engineer, Tugalkabad.
78. Chief Medical Supdt., Delhi.
79. Sr. Dvl. Medical Officer, New Delhi.
80. Sr. Dvl. Medical Officer, Sarojini Nagar.
81. Sr. Dvl. Medical Officer, Lajpat Nagar.
82. Sr. Dvl. Medical Officer, Sardar Patel Marg.
83. Sr. Dvl. Medical Officer, Tilak Bridge.
84. Sr. Dvl. Medical Officer, Shamli.
85. Sr. Dvl. Medical Officer, Meerut City.
86. Sr. Dvl. Medical Officer, Ghaziabad.
87. Sr. Dvl. Medical Officer, Delhi Kishanganj.
88. Sr. Dvl. Medical Officer, Shakurbasti.
89. Sr. Dvl. Medical Officer, Delhi Shahdara.
90. Sr. Dvl. Medical Officer, Panjabi Bagh.
91. Sr. Dvl. Medical Officer, Vivek Vihar.
92. Sr. Dvl. Medical Officer, Jind.
93. Sr. Dvl. Medical Officer, Rohtak.
94. Sr. Dvl. Medical Officer, Tugalkabad.

[No. HINDI-97/OL-1/12/11]

D. P. TRIPATHI, Secy., Rail Board &  
Ex. Officio Addl. Secy.

शहरी कार्य और रोजगार मंत्रालय

(शहरी विकास विभाग)

(दिल्ली प्रभाग)

नई दिल्ली, 1 सितम्बर, 1997

का.आ. 2249.—यतः निम्नलिखित क्षेत्रों के बारे में कुछ संशोधन जिन्हें केन्द्रीय सरकार अधोवर्णित क्षेत्रों के बारे में दिल्ली बृहद् योजना/क्षेत्रीय विकास योजना में प्रस्तावित करती है तथा जो दिल्ली विकास अधिनियम, 1956 (1957 का 61) की धारा 44 के प्रावधानों के अनुसार दिनांक 27-5-96 के नोटिस संख्या एफ 20 (18) 95-एम पी द्वारा प्रकाशित किये गए थे जिसमें उक्त अधिनियम की धारा 11-ए की उप-धारा (3) में अपेक्षित आपत्तियों/सुझाव उक्त नोटिस की तारीख के 30 दिन की अवधि में आमंत्रित किये गये थे।

2. यतः प्रस्तावित संशोधनों के बारे में दो आपत्तियाँ/सुझाव प्राप्त हुए थे और यतः केन्द्र सरकार ने मामले के सभी पक्षों

पर ध्यानपूर्वक विचार करने के बाद वृहद योजना में संशोधन करने का निर्णय लिया है।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 11-ए की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से दिल्ली की उक्त वृहद योजना में एतद्वारा निम्न-लिखित संशोधन करती है।

संशोधन :

पूर्व में पश्चिमी यमुना नहर, पश्चिमोत्तर में ग्रामीण उपयोग (कृषि भूमि) तथा दक्षिण में 80 मी० को प्रस्तावित ग्रार/डब्ल्यू बवाना नरेला रोड (शहरी बिस्तार) से घिरे 39.3 हेक्टेयर (97 एकड़) क्षेत्र का भू-उपयोग "ग्रामीण उपयोग" से "सार्वजनिक तथा अर्धसार्वजनिक सुविधाओं" (के.रि.पु.ब. बटालियन संख्या-6) में परिवर्तित किया जाता है।

[सं के-13011/9/96-डी.डी. I बी.]

के.के. गुप्ता, अवर सचिव

## MINISTRY OF URBAN AFFAIRS AND EMPLOYMENT

(Department of Urban Development)  
(Delhi Division)

New Delhi, the 1st September, 1997

S.O. 2249.—Whereas certain modification which the Central Government proposed to make in the Master Plan for Delhi/Zonal Development Plan regarding the area mentioned hereunder were published with Notice No. F. 20(18)/95-MP, dated 27-5-1996 in accordance with the provisions of Section 44 of the Delhi Development Act, 1956 (61 of 1957) inviting objections/suggestions as required by sub-section (3) of Section 11-A of the said Act, within thirty days from the date of said notice.

2. Whereas two objections/suggestions were received with regard to the proposed modification and whereas the Central Government have, after carefully considering all aspects of the matter, decided to modify the Master Plan.

3. Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modification in the said Master Plan for Delhi with effect from the date of publication of this Notification in the Gazette of India.

### MODIFICATION

"The land use of an area measuring 39.3 ha (97 acres) and bounded by Western Yamuna Canal in the east rural use (Agricultural Land) in the north west and 80 mt. proposed R/W Bawana Narela Road (Urban Extension) in the south is proposed to be changed from 'Rural use' to 'Public and Semi-Public' facilities (CRPF Battalion 6 Nos.)."

[No. K-13011/9/96-DDIB]

K. K. GUPTA, Under Secy.

नई दिल्ली, 1 सितम्बर, 1997

का.आ. 2250.—यतः निम्नांकित क्षेत्रों के बारे में कुछ संशोधन जिन्हें केन्द्रीय सरकार अधोवर्णित क्षेत्रों के बारे

में दिल्ली वृहद योजना क्षेत्रीय विकास योजना में प्रस्तावित करती है तथा जिसे दिल्ली विकास अधिनियम, 1956 (1957 का 61) की धारा 44 के प्रावधानों के अनुसार दिनांक 29-7-95 के नोटिस संख्या एफ. 3 (56) एम ओ / पार्ट I द्वारा प्रकाशित किये गये थे जिसमें उक्त अधिनियम की धारा 11-ए की उप-धारा (3) में अपेक्षित आपत्तियों/सुझाव उक्त नोटिस की तारीख से 30 दिन की अवधि में आमंत्रित किये गये थे।

2. यतः प्रस्तावित संशोधनों के बारे में दो आपत्तियाँ/सुझाव प्राप्त हुए थे और यतः केन्द्र सरकार ने मामले के सभी पक्षों पर ध्यानपूर्वक विचार करने के बाद वृहद योजना में संशोधन करने का निर्णय लिया है।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 11-ए की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से दिल्ली की उक्त वृहद योजना में एतद्वारा निम्नलिखित संशोधन करती है।

संशोधन :

उत्तर में मौजूदा कच्चे रास्ते दक्षिण में जैतपुर नाले, पूर्व में एश डाइक एरिया (चरण-III) के बांध और पश्चिम में जैतपुर से एश डाइक एरिया चरण-I तक जाने वाले नाले से घिरे लगभग 26 हेक्टेयर (64 एकड़) क्षेत्र का भू-उपयोग "कृषि और जल निकाय (उपयोग जोन ए-4)" से "उत्पादन जोन एम-2)" में परिवर्तित किया जाता है।

[सं० के-13011/3/92/डी.डी. I बी)]

के.के. गुप्ता, अवर सचिव

New Delhi, the 1st September, 1997

S.O. 2250.—Whereas certain modifications which the Central Government proposed to make in the Master Plan for Delhi/Zonal Development Plan regarding the area mentioned hereunder were published with Notice No. F.3(56)MO/Pt. I dated 29-7-95 in accordance with the provisions of Section 44 of the Delhi Development Act, 1956 (61 of 1957) inviting objections/suggestions as required by sub-section (3) of Section 11-A of the said Act, within thirty days from the date of the said notice.

2. Whereas two objections/suggestions were received with regard to the proposed modification and whereas the Central Government have, after carefully considering all aspects of the matter, decided to modify the Master Plan.

3. Now therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modifications in the said Master Plan for Delhi with effect from the date of publication of this notification in the Gazette of India.

### MODIFICATION :

"The land use of an area measuring about 26 ha. (64 acres) bounded by existing cart-track in the North, Jaipur drain in the South, Bund of Ash Dyke Area (Phase-III) in the East and drain from Jaipur to Ash Dyke area Phase-I in the West, is changed from "agricultural and water body (use Zone A-4)" to "manufacturing (use Zone M-2)". "

[No. K-13011/3/92-DDIB]

K. K. GUPTA, Under Secy. (DD)

नई दिल्ली, 29 अगस्त, 1997

का. आ. 2251.— ..... केंद्रीय सरकार ने पेट्रोलियम और खनिज पॉइपलाईन ( भूमि में उपयोग के अधिकार का अर्जन ) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी की गई और भारत के राजपत्र, भाग 2, खंड 3, उपखंड (II) तारीख 12 अप्रैल, 1997 के हिन्दी पाठ के पृष्ठ सं 2058 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं.का.आ.983 तारीख 1 अप्रैल, 1997 द्वारा उस अधिसूचना से संलग्न विनिर्दिष्ट अनुसूची में भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की सूचना दी थी.

और केंद्रीय सरकार की जानकारी में यह लाया गया है कि राजपत्र में प्रकाशित उक्त अधिसूचना में मुद्रण प्रकृति की कुछ त्रुटियां हैं.

अतः, अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिसूचना से संलग्न अनुसूची में निम्नलिखित रूप में संशोधन करती है :-

पृष्ठ 2058                      ग्राम मापारवाडी में स्तम्भ 2 के नीचे सर्वे संख्या "14" के सामने और स्तम्भ 3,4,5 में "0-28-00" के स्थान पर "0-03-00" पढ़े.

पृष्ठ 2058                      ग्राम मापारवाडी में स्तम्भ 2 के नीचे सर्वे संख्या "13/2" के सामने स्तम्भ 3,4,5 में "0-59-00" के स्थान पर "0-25-00" पढ़े.

ऐसी भूमि में जिसकी बाबत उपरोक्त संशोधन जारी किया गया है, हितबद्ध कोई व्यक्ति उस तारीख से, जिसको इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उक्त अधिनियम की धारा 5 की उपधारा (1) के निबन्धनों के अनुसार उक्त भूमि के संपूर्ण या किसी भाग या ऐसी भूमि में या उस पर अधिकार को अर्जित किये जाने के सम्बन्ध में आक्षेप

श्री टी.के. बागूल, सक्षम प्राधिकारी, मुम्बई - मनमाड पॉइपलाईन परियोजना, 9-13, दूसरी मंजिल, बसंत मार्केट, कनाडा कॉर्नर, नासिक - 422 002 को कर सकेगा.

स्पष्टीकरण : इस अधिसूचना के द्वारा संशोधित भूमियो और अन्य विशिष्टियों के बाबत ही उक्त अधिनियम की धारा 5 की उपधारा (1) के निबन्धनों के अनुसार इक्कीस दिन की उक्त अवधि उस तारीख से आरम्भ होती है, जिसको यह अधिसूचना राजपत्र में प्रकाशन के पश्चात जनता को उपलब्ध करा दी जाती है.

[फा. सं. आर 31015/9/97-ओ.आर. II]

के. सी. फटोच, अवर सचिव

New Delhi, the 29th August, 1997

**S.O. 2251.—** Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas no. S.O. 983 dated, the 1st April, 1997 published in the Gazette of India, Part II, section 3, sub-section (ii), dated the 12th April, 1997, at page 2059, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962), the Central Government gave notice of its intention to acquire the right of user in the land specified in the Schedule appended to that notification.

And whereas, it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the official Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the said Act, the Central Government hereby amend the Schedule appended to the said notification as follows:-

- (i) At page 2059, in village Maparwadi, against Survey Number 14, in column no. 3,4,5 for "0-28-00" read "0-03-00" and against Survey Number 23/2, for "0-59-00" read "0-25-00" respectively.

Any person interested in any land in respect of which the above amendment has been issued, may within twentyone days from the date on which the copies of this notification are made available to the general public, object to the acquisition of the whole or any part of the said land or any right in or over such land in the terms of sub-section (i) of section 5 of said Act to Shri T.K. Bagul, Competent Authority, Mumbai-Manmad Pipeline project, 9-13, 2nd floor, Vasant Market, Canada Corner, Nasik - 422 002.

**Explanation:-** In respect of the lands, Survey/Gat numbers and areas amended through this notification only, the said period of twentyone days in terms of sub-section (1) of section 5 of the said Act shall starts running from the date the copies of Gazette notification are made available to the public after its publication in Official Gazette.

[File No R-31015/9/97-OR.II]  
K. C. KATOCH, Under Secy.

नई दिल्ली, 5 सितम्बर, 1997

का. आ. 2252.— 2      केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स [ भूमि में उपयोग के अधिकार का अर्जन ] अधिनियम, 1962 [ 1962 का 50 . ] की धारा 2 के खंड [ क ] के अनुसरण में भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना स.का.आ. 1062, तारीख 15 मार्च, 1996 को अधिकांत करते हुए, सिवाय उन बातों के जो ऐसे अधिक्रमण से पूर्व की गई है या करने का लोप किया गया है, श्री ओ.पी. श्रोत्रिय, उप-कलेक्टर, शाजापुर, को प्रतिनियुक्ति पर भारत ओमान रिफाइनरीज लिमिटेड, सेंट्रल इंडिया रिफाइनरी परियोजना मध्य प्रदेश राज्य के राज्यक्षेत्र के भीतर उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है .

[ फा. सं. 31015/22/95-ओ.आर. II ]

के. सी. कटोच, अवर सचिव

New Delhi, the 5th September, 1997

**S.O. 2252.—** In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) and in supersession of the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 1062, dated the 15th March, 1996, except as respects things done or omitted to be done before such supersession, the Central Government, hereby authorises Shri O.P. Shrotriya, Deputy Collector, on deputation to Bharat Oman Refineries Limited, Central India Refinery Project, to perform, within the territory of the State of Madhya Pradesh, the functions of the competent authority under the said Act.

[File No. R-31015/22/95-OR.II]

K. C. KATOCH, Under Secy.

नई दिल्ली, 5 सितम्बर, 1997

का. आ. 2252.—केंद्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में भारत पेट्रोलियम कार्पोरेशन लिमिटेड की परिष्करण, माहुल, मुंबई से पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा पाईपलाइन बिछाई जाए.

और ऐसी पाईपलाइन बिछाने के प्रयोजनों के लिए इस अधिसूचना से उपबद्ध अनुसूची में वर्णित भूमि के उपयोग के अधिकार का अर्जन करना आवश्यक है.

अतः अब, केंद्रीय सरकार, पेट्रोलियम और खनिज पाईपलाइन [ भूमि में उपयोग के अधिकार ] का अर्जन अधिनियम, 1962 [ 1962 का 50 ] की धारा 3 की उपधारा [ 1 ] द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है.

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, भारत के राजपत्र, में यथाप्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दिए जाने की तारीख से 21 दिन के भीतर, उनमें उपयोग के अधिकार का अर्जन या भूमि में पाईपलाइन बिछाने के संबंध में आपत्ति लिखित रूप में श्री टी. के. बागुल, सक्षम प्राधिकारी, मुंबई - मनमाड पाईपलाइन परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड, 9-13, बसंत मार्केट, कॅनडा कॉर्नर, नाशिक - 422 002 ( महाराष्ट्र ) को कर सकेगा.

## अनुसूची

जिला : नासिक

राज्य : महाराष्ट्र

तहसील : नांदगाव

गाव का गट/सर्वे

क्षेत्र

नाम नंबर

हेक्टर, आर. चौरस मीटर.

1.	2.	3.	4.	5.
नागापुर	39/1A	0	37	00
	51	0	63	90
	52/1A/1D	0	12	90
	52/6A	0	09	00
	52/6B	0	20	10
	39/1B/2	0	10	15
	52/B	0	19	95
	69/2	0	38	70
	66	0	05	45
सटाने	85/2	0	39	30
	58/2B/2	0	01	00
	57/3	0	25	50
	57/4	0	15	00
	45/2/2	0	10	50
	45/2/3B	0	59	70
	54/1	0	14	70
	54/4	0	06	30
	54/6	0	12	30
	51/1	0	21	30
	52/2	0	21	45
	51/3	0	05	04
	51/5	0	01	10

	40	0	37	14
	66/4	0	11	68
	67/2	0	22	80
	67/1	0	15	56
	85/1	0	16	50
	152	0	03	20
	116	0	13	35
	120	0	04	93
	123	0	15	85
	139	0	15	15
	146	0	05	40
	144/1	0	02	40
	153/3	0	20	63
विखरणी	156/1	0	16	80
	177	0	03	00
	178/B/2/2	0	16	00
	173/2	0	20	73
	174	0	19	18
	176	0	17	95
	178/A	0	26	94
कातरणी	256	0	07	00
	427	0	22	50
आडगाव नेपाल	21/A	0	26	00
	21/B/1	0	07	00
	196	0	12	75
	464/1	0	36	72
	480	0	08	40
	496	0	21	00
	497	0	02	00
	20	0	23	96
	192	0	08	65
	253	0	10	21
	463	0	04	21

	479/2	0	09	80
	486/1/1	0	50	00
	494	0	19	52
नीलखेडा	149	0	05	06
	151/1	0	54	00
	151/2	0	25	00
	181/2	0	34	95
	187	0	03	15
	176/A	0	10	03
	176/B	0	21	68
	181/3	0	67	94
लौकी सिरस	55	0	19	00
	58	0	25	95
	59	0	24	36
	60	0	35	60
	57	0	39	61
	65/B	0	19	61
	84	0	22	49
	92	0	05	33
	103/3	0	21	37
वलदगाव	217/1	0	32	00
	223/4	0	18	00
	224	0	12	00
	225	0	12	00
	226	0	22	00
	227/A	0	04	00
	227/A/1	0	25	00
	235	0	20	42
	236	0	34	00
	194/3/1A	0	08	00

[फा सं आर 31015/19/97 ओ आर II]

के. सी. कटोच, अवर सचिव

New Delhi, the 5th September, 1997

S.O. 2253.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from Refinery of Bharat Petroleum Corporation Limited, Mahul, Mumbai to Manmad in the State of Maharashtra, pipelines should be laid by the Bharat Petroleum Corporation Limited ;

And, whereas that for the purpose of laying such pipeline it is necessary to acquire the Right of User in land described in the Schedule annexed to this notification ;

Now, therefore in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein ;

Any person interested in the land described in the said schedule may within 21 days from date on which the copies of the notification was published in the Gazette of India are made available to the general public to object in writing to the acquisition of right of user therein for laying of the pipeline under the land to Shri T.K. Bagul, competent authority, Mumbai Manmad Pipeline Project, Bharat Petroleum Corporation Limited, 9-13, Vasant Market, Canada Corner, Nasik- 422002 (Maharashtra).

#### Schedule

District: Nasik		State: Maharashtra		
Name of village	Survey/Gat Numbers	Area		
		Hectors	Ares	Sq. Mts
(1)	(2)	(3)	(4)	(5)
<b>Tahsil: Nandgaon</b>				
<b>Nagapur</b>	39/1A	0	37	00
	51	0	63	90
	52/1A/1D	0	12	90
	52/6A	0	09	00
	52/6B	0	20	10

(1)	(2)	(3)	(4)	(5)
	39/1B/2	0	10	15
	52/8	0	19	95
	69/2	0	38	70
	66	0	05	45
<b>Satane</b>	85/2	0	39	30
	58/2B/2	0	01	00
	57/3	0	25	50
	57/4	0	15	00
	45/2/2	0	10	50
	45/2/3B	0	59	70
	54/1	0	14	70
	54/4	0	06	30
	54/6	0	12	30
	51/1	0	21	30
	52/2	0	21	45
	51/3	0	05	04
	51/5	0	01	10
	40	0	37	14
	66/4	0	11	68
	67/2	0	22	80
	67/1	0	15	58
	85/1	0	16	50
	87/1	0	20	87
	88/2A	0	10	50
	58/2A	0	21	96
	52/2/2	0	03	90
	52/2/1	0	17	10
	70/A	0	14	10
<b>Anankwade</b>	17/3	0	12	30
	17/1	0	27	60
	14/2/2	0	20	39
	14/2/3	0	32	40
	102/2	0	10	70
	105/1+2A	0	38	76
	104/7	0	53	40
	104/2	0	08	00
	110/1	0	35	64
	110/4	0	38	28
	78/3	0	18	60
	78/2	0	19	20
	79/1	0	01	70
	79/6	0	61	50
	79/5	0	02	40
	79/4	0	13	80
	79/3	0	11	40

(1)	(2)	(3)	(4)	(5)
	76/1	0	25	20
	102/5	0	02	60
	102/4	0	04	67
	105/2B	0	37	10
	104/4B/1	0	11	28
	110/2	0	17	78
	78/4	0	22	10
	75/8	0	24	45
	74	0	77	93
	65	0	25	65
	78	0	17	00
<b>Tahsil: Yeola</b>				
<b>Visapur</b>	11/3	0	01	29
	141/2	0	16	65
	149/3	0	28	50
	152/1	0	03	20
	116	0	13	35
	120	0	04	93
	123	0	15	85
	139	0	15	15
	144/1	0	02	40
	146	0	05	40
	153/3	0	20	63
<b>Vikharni</b>	156/1	0	16	80
	177	0	03	00
	178/B/2/2	0	16	00
	173/2	0	20	73
	174	0	19	18
	176	0	17	95
	178/A	0	26	94
<b>Katarni</b>	256	0	07	00
	427	0	22	50
<b>Adgaon Repal</b>	21/A	0	26	00
	21/B/1	0	07	00
	196	0	12	75
	464/1	0	36	72
	480	0	08	40
	496	0	21	00
	497	0	02	00
	20	0	23	96
	192	0	08	65
	253	0	10	21
	463	0	04	12

(1)	(2)	(3)	(4)	(5)
	479/2	0	09	80
	486/1/1	0	50	00
	494	0	19	52
<b>Nilkheda</b>	149	0	05	06
	151/1	0	54	00
	151/2	0	25	00
	181/2	0	34	95
	187	0	03	15
	176/A	0	10	03
	176/B	0	21	68
	181/3	0	67	94
<b>Lauki Shiras</b>	55	0	19	00
	58	0	25	95
	59	0	24	36
	60	0	35	60
	57	0	39	61
	65/B	0	19	61
	84	0	22	49
	92	0	05	33
	103/3	0	21	37
<b>Valadgaon</b>	217/1	0	32	00
	223/4	0	18	00
	224	0	12	00
	225	0	12	00
	226	0	22	00
	227/A	0	04	00
	227/A/1	0	25	00
	235	0	20	42
	236	0	34	00
	193/3/1A	0	08	00

[File No. R-31015/19/97-OR.II]

K. C. KATOCH, Under Secy.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 9 सितम्बर, 1997

का. आ. 2254.— केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962(1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1093, तारीख 27 मार्च, 1997 द्वारा पेट्रोलियम उत्पाद के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 26 अप्रैल 1997 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार, उक्त धारा की उप धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार, केन्द्रीय सरकार में निहित होने की बजाए सभी विलुप्तियों से रहित भारत ओमान रिफाईनरीज लिमिटेड में निहित होगा।

## अनुसूची

तालुका: दाहोद जिला: पंचमहाल राज्य: गुजरात				
गांव का नाम	सर्वेक्षण सं./ खंड सं.	क्षेत्र हेक्टर	आरे	सेंटेयर
(1)	(2)	(3)	(4)	(5)
मातवा	205	0	26	02
	136/1	0	08	05
	136/2	0	08	70
	135	0	25	65
	134/1	0	08	70
	134/2	0	09	00
	133/3	0	33	70
	130	0	01	13
	131	0	16	05
	132/1	0	02	48
	125	0	28	35
बावका	181/1	0	13	80
	181/2	0	15	32
	181/3	0	27	48
	181/4	0	15	84
	180/1	0	25	53
	180/2	0	20	76
	180/3	0	17	74
	180/4	0	02	30
	179	0	40	05
	177/1	0	16	20
	177/2	0	13	00
	240/1	0	06	85
	240/2	0	32	90
	239	0	73	05
	238/2	0	01	56
	238/3	0	05	10
	237	0	28	66
	235/1	0	53	12
	235/2	0	23	40
	235/3	0	25	72
	234	0	06	51

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
गडोइ	143	0	54	45		61/5	0	15	25
	131	0	50	10		65/2	0	00	55
	90	0	70	90		60/8	0	35	10
	91	0	12	50		60/4	0	32	70
	92	0	08	22		60/5	0	07	50
	93	0	17	58		60/6	0	26	85
	97	0	42	00		35/5	0	00	20
नगराला	149	0	41	07		44/3	0	03	04
	150	0	27	69		45/1	0	24	66
	158	0	14	54		47/1	0	07	86
	155	0	03	22		45/2	0	14	55
	157/13	0	35	64		46	0	25	80
	156	0	54	85	नानी खरज	7ए	0	08	10
	157/12	0	00	14		7बी	0	12	90
	163/2	0	07	22		9	0	13	50
	136	0	15	03		78	0	28	50
	134	0	36	00		74	0	00	12
	135/1	0	09	20		79	0	48	78
	135/2	0	08	32		82	0	23	10
	135/3	0	00	68	मोटरी खरज	120/2	0	10	60
	133/2	0	15	07		120/4 ए	0	13	00
	123/1	0	17	48		120/6	0	21	90
	123/2	0	16	20		120/7/1	0	01	60
	123/3	0	09	15		128/3	0	53	64
	129/5	0	05	25		130/1	0	11	34
	129/2	0	23	07		130/2	0	11	84
	130/2	0	00	56		129/1	0	09	45
	129/3	0	16	35		129/2	0	09	75
	129/4	0	14	55		131/1	0	12	30
	128	0	33	28		104/2/3	0	15	00
	64	0	26	10		104/2/4	0	07	20
	62/3	0	01	17		104/2/5	0	25	15
	63/1	0	22	83		104/2/7	0	10	40
	63/2	0	09	30		97/1	0	47	54
	61/4	0	04	32		96/3	0	06	16
	65/1	0	15	64		98	0	00	90

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	2/1	0	27	10		23	0	23	33
	2/2	0	09	80		22	0	03	92
	1	0	18	13		19/2	0	05	00
	3/1	0	07	20		19/3	0	09	50
	3/2	0	43	05		19/4	0	13	45
	4	0	00	92		18	0	00	40
	6	0	19	20		17	0	00	10
	7पैकी	0	12	00		20	0	01	40
	7पैकी	0	15	90		166	0	64	35
	272/1पैकी	0	21	75		164/1	0	02	45
	8/1	0	16	12		164/2	0	14	05
	8/2पैकी	0	24	19		163	0	56	10
	8/4	0	63	94		159	0	29	85
	45/2	0	29	35	गमला	21पैकी	0	62	86
	45/5	0	35	45		20	0	11	86
	19	0	43	60		22/1	0	18	15
	43	0	04	00		13	0	10	72
	42/3	0	31	55		14	0	29	15
	24	0	53	85		149	0	10	80
जालत	89/1	0	06	09		11	0	30	54
	89/2	0	19	26		267	0	27	53
	98	0	33	15		266/1	0	06	63
	96/1	0	15	00		266/2	0	09	73
	96/2	0	00	60		266/3	0	02	18
	92/5	0	45	15		265	0	25	05
	92/6	0	23	70		254	0	25	92
	93	0	31	50		270	0	02	72
	109/1	0	42	60		253	0	01	59
	110	0	08	10		251	0	11	96
	116/1	0	40	50		252/1	0	14	22
	115	0	33	90		228/4	0	27	06
	118/1	0	01	22		227	0	13	40
	118/2	0	28	08		171/1	0	16	08
	118/3	0	15	70		171/2	0	03	00
	120	0	15	45		226/1	0	05	90
	24	0	11	10		226/3	0	29	54

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	206/1	0	07	02		47पैकी	0	08	85
	206/2	0	14	89		47पैकी	0	41	10
	205/1	0	00	90		50	0	02	90
	205/2	0	12	75		51	0	00	22
	203/1	0	35	64		49/1	0	09	76
	201/1	0	03	47		329/1	0	27	26
	199/1	0	06	61		329/2	0	10	20
	199/2	0	02	57		329/3	0	15	70
	201/2	0	18	16		328	0	05	29
	200	0	17	71		327	0	03	14
	197	0	50	50		324	0	19	05
	180/4	0	11	88		325पैकी	0	15	01
	180/5	0	09	39		326	0	00	73
	180/7	0	18	04		316	0	05	25
	179/4	0	15	87		315	0	30	75
	178	0	35	84		314	0	00	14
	179/3	0	19	25		306पैकी	0	41	50
चंदवाना	96	0	19	27		306पैकी	0	50	80
	94	0	02	99	कतवारा	176	0	06	77
	83/1पैकी	0	05	00		177	0	46	64
	83/पैकी	0	25	90		178	0	48	09
	84/1	0	10	70		179	0	25	00
	84/3	0	00	70		181	0	46	92
	84/4	0	33	50		180	0	02	60
	82	0	19	18		182	0	51	11
	8/1/2	0	08	15	भुतोडी	99	0	52	45
	8/2	0	00	45		93	0	12	55
	78/1	0	11	39		92/1	0	53	30
	78/2	0	11	70	कठला	64/1 ए पैकी	1	43	74
	78/3	0	11	15		58	0	29	32
	10/1	0	15	02		59	0	41	10
	10/3	0	37	65		37/2	0	22	50
	44/1	0	26	03		37/3	0	34	73
	44/2	0	01	50		36पैकी	0	00	06
	44/3	0	06	30		36पैकी	0	05	00
	44/4	0	08	32		36पैकी	0	08	51

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	38/4	0	01	24		33	0	19	35
	38/2	0	07	52		34/1	0	17	18
	38/1	0	00	79		34/2	0	14	96
	38/3	0	09	38		12/3	0	16	07
	199	0	18	69		10/2	0	05	49
	200	0	35	10		10/3	0	13	85
	210	0	68	70		10/4	0	21	17
	13पैकी	0	00	02		10/5	0	26	24
	13पैकी	0	10	03		10/6	0	15	90
	212	0	18	45		135	0	56	17
	135	0	31	45		134	0	16	01
वरवाडा	130/1ए	0	31	50		140/1	0	19	80
	133/1/1	0	37	56		140/2	0	07	22
	133/1/2	0	15	23		142/1	0	03	15
	133/2	0	02	80		142/2	0	14	38
	134/1	0	36	99		146/1	0	21	08
	135/1	0	00	24		145/1	0	40	13
	135/2	0	16	38		145/2	0	27	03
	135/3	0	19	28		147/1	0	49	50
	117/3	0	16	72		126	0	10	35
	115	0	29	40		124/1	0	37	80
	114	0	64	46		124/2	0	23	40
	113/1	0	24	86		119/1	0	13	24
	113/2	0	02	00		119/2	0	18	56
	112/1	0	28	15		117	0	34	71
	112/7	0	07	43		116	0	24	36
	88/1/बी	0	08	51		114/1	0	26	77
	88/2	0	02	89		113	0	55	80
	89	0	26	10		118	0	03	54
	90	0	43	20		115	0	00	10
	99	0	18	00	[फा. सं. आर-31015/26/96-ओआर. II] के. सी. कटोच, अवर सचिव				
	98	0	02	22					
खंगेला	30/1	0	12	35					
	30/2	0	21	90					
	31	0	54	95					
	32	0	19	50					

## Ministry of Petroleum and Natural Gas

## Schedule

New Delhi, the 9th September, 1997

S.O. 2254.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S. O. 1093 dated the 27th March 1997, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum products;

And whereas, the copies of the said gazette notification were made available to the public on the 26th day of April, 1997;

And whereas, the competent authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Bharat Oman Refineries Limited.

Taluka:Dahod District:Panchmahal State: Gujarat				
Name of Village	Survey/Block Number	Area		
		Hectare	Are	Centare
(1)	(2)	(3)	(4)	(5)
Matwa	205	0	26	02
	136/1	0	08	05
	136/2	0	08	70
	135	0	25	65
	134/1	0	08	70
	134/2	0	09	00
	133/3	0	33	70
	130	0	01	13
	131	0	16	05
	132/1	0	02	48
	125	0	28	35
Bawka	181/1	0	13	80
	181/2	0	15	32
	181/3	0	27	48
	181/4	0	15	84
	180/1	0	25	53
	180/2	0	20	76
	180/3	0	17	74
	180/4	0	02	30
	179	0	40	05
	177/1	0	16	20
	177/2	0	13	00
	240/1	0	06	85
	240/2	0	32	90
	239	0	73	05
Gadon	238/2	0	01	56
	238/3	0	05	10
	237	0	28	66
	235/1	0	53	12
	235/2	0	23	40
	235/3	0	25	72
	234	0	06	51
Gadon	143	0	54	45

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	131	0	50	10		65/2	0	00	55
	90	0	70	90		60/8	0	35	10
	91	0	12	50		60/4	0	32	70
	92	0	08	22		60/5	0	07	50
	93	0	17	58		60/6	0	26	85
	97	0	42	00		35/5	0	00	20
Nagrata	149	0	41	07		44/3	0	03	04
	150	0	27	69		45/1	0	24	66
	158	0	14	54		47/1	0	07	86
	155	0	03	22		45/2	0	14	55
	157/13	0	35	64		46	0	25	80
	156	0	54	85	Nani	7A	0	08	10
	157/12	0	00	14	Kharaj	7B	0	12	90
	163/2	0	07	22		9	0	13	50
	136	0	15	03		78	0	28	50
	134	0	36	00		74	0	00	12
	135/1	0	09	20		79	0	48	78
	135/2	0	08	32		82	0	23	10
	135/3	0	00	68	Moti	120/2	0	10	60
	133/2	0	15	07	Kharaj	120/4 A	0	13	00
	123/1	0	17	48		120/6	0	21	90
	123/2	0	16	20		120/7/1	0	01	60
	123/3	0	09	15		128/3	0	53	64
	129/5	0	05	25		130/1	0	11	34
	129/2	0	23	07		130/2	0	11	84
	130/2	0	00	56		129/1	0	09	45
	129/3	0	16	35		129/2	0	09	75
	129/4	0	14	55		131/1	0	12	30
	128	0	33	28		104/2/3	0	15	00
	64	0	26	10		104/2/4	0	07	20
	62/3	0	01	17		104/2/5	0	25	15
	63/1	0	22	83		104/2/7	0	10	40
	63/2	0	09	30		97/1	0	47	54
	61/4	0	04	32		96/3	0	06	16
	65/1	0	15	64		98	0	00	90
	61/5	0	15	25		2/1	0	27	10

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	2/2	0	09	80		22	0	03	92
	1	0	18	13		19/2	0	05	00
	3/1	0	07	20		19/3	0	09	50
	3/2	0	43	05		19/4	0	13	45
	4	0	00	92		18	0	00	40
	6	0	19	20		17	0	00	10
	7Paiki	0	12	00		20	0	01	40
	7Paiki	0	15	90		166	0	64	35
	272/1Paiki	0	21	75		164/1	0	02	45
	8/1	0	16	12		164/2	0	14	05
	8/2Paiki	0	24	19		163	0	56	10
	8/4	0	63	94		159	0	29	85
	45/2	0	29	35	Gamla	21Paiki	0	62	86
	45/5	0	35	45		20	0	11	86
	19	0	43	60		22/1	0	18	15
	43	0	04	00		13	0	10	72
	42/3	0	31	55		14	0	29	15
	24	0	53	85		149	0	10	80
Jalat	89/1	0	06	09		11	0	30	54
	89/2	0	19	26		267	0	27	53
	98	0	33	15		266/1	0	06	63
	96/1	0	15	00		266/2	0	09	73
	96/2	0	00	60		266/3	0	02	18
	92/5	0	45	15		265	0	25	05
	92/6	0	23	70		254	0	25	92
	93	0	31	50		270	0	02	72
	109/1	0	42	60		253	0	01	59
	110	0	08	10		251	0	11	96
	116/1	0	40	50		252/1	0	14	22
	115	0	33	90		228/4	0	27	06
	118/1	0	01	22		227	0	13	40
	118/2	0	28	08		171/1	0	16	08
	118/3	0	15	70		171/2	0	03	00
	120	0	15	45		226/1	0	05	90
	24	0	11	10		226/3	0	29	54
	23	0	23	33		206/1	0	07	02

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	206/2	0	14	89		47Paiki	0	41	10
	205/1	0	00	90		50	0	02	90
	205/2	0	12	75		51	0	00	22
	203/1	0	35	64		49/1	0	09	76
	201/1	0	03	47		329/1	0	27	26
	199/1	0	06	61		329/2	0	10	20
	199/2	0	02	57		329/3	0	15	70
	201/2	0	18	16		328	0	05	29
	200	0	17	71		327	0	03	14
	197	0	50	50		324	0	19	05
	180/4	0	11	88		325Paiki	0	15	01
	180/5	0	09	39		326	0	00	73
	180/7	0	18	04		316	0	05	25
	179/4	0	15	87		315	0	30	75
	178	0	35	84		314	0	00	14
	179/3	0	19	25		306Paiki	0	41	50
Chandwa	96	0	19	27		306Paiki	0	50	80
na	94	0	02	99	Katwara	176	0	06	77
	83/1Paiki	0	05	00		177	0	46	64
	83/Paiki	0	25	90		178	0	48	09
	84/1	0	10	70		179	0	25	00
	84/3	0	00	70		181	0	46	92
	84/4	0	33	50		180	0	02	60
	82	0	19	18		182	0	51	11
	8/1/2	0	08	15	Bhutodi	99	0	52	45
	8/2	0	00	45		93	0	12	55
	78/1	0	11	39		92/1	0	53	30
	78/2	0	11	70	Kathala	64/1 A Paiki	1	43	74
	78/3	0	11	15		58	0	29	32
	10/1	0	15	02		59	0	41	10
	10/3	0	37	65		37/2	0	22	50
	44/1	0	26	03		37/3	0	34	73
	44/2	0	01	50		36Paiki	0	00	06
	44/3	0	06	30		36Paiki	0	05	00
	44/4	0	08	32		36Paiki	0	08	51
	47Paiki	0	08	85		38/4	0	01	24

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	38/2	0	07	52		34/1	0	17	18
	38/1	0	00	79		34/2	0	14	96
	38/3	0	09	38		12/3	0	16	07
	199	0	18	69		10/2	0	05	49
	200	0	35	10		10/3	0	13	85
	210	0	68	70		10/4	0	21	17
	13Paiki	0	00	02		10/5	0	26	24
	13Paiki	0	10	03		10/6	0	15	90
	212	0	18	45		135	0	56	17
Varvada	130/1A	0	31	50		134	0	16	01
	133/1/1	0	37	56		140/1	0	19	80
	133/1/2	0	15	23		140/2	0	07	22
	133/2	0	02	80		142/1	0	03	15
	134/1	0	36	99		142/2	0	14	38
	135/1	0	00	24		146/1	0	21	08
	135/2	0	16	38		145/1	0	40	13
	135/3	0	19	28		145/2	0	27	03
	117/3	0	16	72		147/1	0	49	50
	115	0	29	40		126	0	10	35
	114	0	64	46		124/1	0	37	80
	113/1	0	24	86		124/2	0	23	40
	113/2	0	02	00		119/1	0	13	24
	112/1	0	28	15		119/2	0	18	56
	112/7	0	07	43		117	0	34	71
	88/1/B	0	08	51		116	0	24	36
	88/2	0	02	89		114/1	0	26	77
	89	0	26	10		113	0	55	80
	90	0	43	20		118	0	03	54
	99	0	18	00		115	0	00	10
	98	0	02	22					
Khangela	30/1	0	12	35					
	30/2	0	21	90					
	31	0	54	95					
	32	0	19	50					
	33	0	19	35					

[File No. R-31015/26/96-OR.II]

K. C. Katoch, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 14 अगस्त 1997

का.आ. 2255.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सी. सी. एल. के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अभिकरण (सं.-1), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-97 को प्राप्त हुआ था।

[सं. एल-20012/84/88-आई. आर. (सी-I)]

ब्रज मोहन, डेस्क अधिकारी

## MINISTRY OF LABOUR

New Delhi, the 14th August, 1997

S.O. 2255.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 1), Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. C.C.L. and their workman, which was received by the Central Government on 13-8-1997.

[No. L-20012/84/88-IR (C-I)]

BRAJ MOHAN, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1) AT DHANBAD

## PRESENT :

Shri T. Prasad, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 183 of 1989

## PARTIES :

Employers in relation to the management of Kuju Area of M/s. C.C. Ltd. and their workmen.

## APPEARANCES :

On behalf of the workmen—Shri D. K. Verma, Advocate.

On behalf of the employers—Shri R. S. Murthy, Advocate

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 7th August, 1997

## AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/84/88-I.R. (Coal-I), dated, the 24th November, 1989.

## SCHEDULE

"Whether the action of the management of Kuju Area of C.C. Ltd., P.O. Kuju, Dist. Hazaribagh by not making payment of wages and other benefits (including regularisation) as per NCWA-III to S/Shri Raghunandan Mahto and 124 other workmen as mentioned in Annexure is legal and justified? If not, to what relief the concerned workmen are entitled?"

2. The workmen and the sponsoring union have appeared and filed their W.S. stating therein that S/Shri Raghunandan Mahto and 124 other workmen as per annexure of the reference were employed by the management of CCL, Kuju area as Water Carrier and were being engaged permanently and continuously for several years. But the management having mala fide intention and to deprive the workmen the benefits and facilities to which they were entitled as per NCWA-III, paid wages at much lower rate than the stipulated of the said NCWA and this action of the management was wholly arbitrary and illegal and it was also unfair labour practice adopted by the management.

3. It is said that on account of water scarcity and in the absence of any adequate water supply system Mazdoors are engaged for supply of water and the concerned workmen used to bring water from the taps and wells and other reservoirs on Bhar of two tins at a time with the help of bamboo and they were employed by the management to supply water to the workers and staff and also to the officers quarters and office and mines and at other places of mining operations. It is also said that as per JBCCI report and also as per NCWA job description of categorisation of coal employees supplier workmen in the coal industry is described in Cat-I unskilled and it is incorrect to say that such workmen were engaged privately by the occupants of the quarters. It is further submitted that the job of supply of water is of permanent nature and the water carrier have been held to be permanent workers and they are carrier to all the benefits like permanent workers in the coal industry. It is also said that in the Kuju area of the management particulars in Area and Sarnbera Collieries there are no adequate water supply system and supply of water to the workers staff, office and mines and carrying mining operations were maintained by engaging mazdoors commonly known as water carriers and the concerned workmen from Sl. No. 1 to 69 were engaged as water carriers in Area Colliery, from Sl. No. 70 to 121 in Sarnbera Collieries and Sl. No. 122 to 125 in G.M. Office for supply of water and as such they were the workmen of Kuju Area of M/s. CCL.

4. It is further said that the relationship of employer and employee existed between them which has been clearly established from the above facts that the workmen have worked continuously and uninterruptedly for a period of more than 8 years as water carriers by the management by water container supplied to them by the management to fetch water from wells and taps and to supply the same in the quarters of the staff and officers and also in the office of the Mines. Their work was also supervised by the staff of the management and record was maintained and number of bhars of water supplied to each and every quarter was recorded and payment was made on monthly basis to the individual workmen for the total number of bhar of water supplied by them after due verification and checking by the management. and this payment of wages was made to the workmen without involving any third pay. As such it is said that the concerned workmen were employed by the management and engaged as water carriers that clear knowledge the management and rate of payment made to the workmen were 0.37 P. per bhar was very low compared to the wages paid to the permanent workmen as under Cat. I. It is therefore said that the management is obliged under law to regularise the services of the workmen and to pay wages and other facilities as per NCWA-III and IV.

5. It is further said that as the request of the workmen were not headed upon by the management a dispute was raised before the ALC (C) and on submission of the failure of conciliation report the present reference has made for its adjudication by the Tribunal. It is further said that in a similar dispute relating to the Hazaribagh area of M/s. C.C.L. the management regularised the services of these workers on the basis of the Arbitration agreement and hence the action of the management in not regularising the services of the concerned workmen in the present case is quite discriminatory and untenable. It is also said that during the pendency of the industrial dispute the concerned workmen were stopped arbitrarily and no notice or notice compensation was paid to the concerned workmen which is clear violation of Section 25-F of the I. D. Act, 1947.

6. Hence it is prayed that the Award be passed in favour of the workmen for their regularisation with full back wages.

7. I further find that the management has appeared and filed W.S. stating inter alia that the reference is not maintainable under the facts and law and the persons concerned were never the members of the sponsoring union and as such has no locus standi to raise the dispute and the persons concerned never worked in the coal mining industry. So this Tribunal has no jurisdiction to adjudicate the reference.

8. It is further said that the concerned workmen are absolutely strangers and at no point of time there was relationship of employer and employee between the management and the concerned workmen and as such the claim of the workmen and the sponsoring union has no leg to stand. It is also said that the residential colonies of the management do not cover under the Mines Act as stated under Section 2(j) of the Mines Act and in this view of the matter the Central Government is not the appropriate Government to make the reference. It is also said that the G.M.'s office unit of Kuju Area is also not covered under the Mines as per the definition of Section 2(j) of the Mines Act and for that matter also the reference was not valid.

9. It is further said that the management has made adequate arrangement for water supply in the collieries and where the employees reside but some parts of the residential colonies and townships do not fall within the definition of Mines under the Mines Act and few of such staff are residing were being supplied with well water for drinking purpose and this job is not at all connected with trade or business of the management. It is said that a few suppliers of water came forward to the management to bring water from the wells and to supply the same for drinking purpose for the staff and office and they are basically and essentially suppliers of well water like any other suppliers of materials or goods and for this supply of water rate was fixed and accordingly they were paid depending upon the number of bhars supplied by them. Such suppliers themselves engaged workmen from time to time and the management are not at all concerned for such engagement of workmen and this work did not last for more than 2 hours a day and the water supply system also changed from time to time. It is also said that any supplier supplying materials or goods to the company would claim employment under the third pay and not with the management and such claims cannot be entertained.

10. It is also said that the management cannot be called upon to regularise such workmen as referred to in this case and to pay wages as per NCWA-III. It is further said that the concerned workmen have no right to assert for their regularisation by the management and therefore there is no question for the management to justify any action and as such it is said that the demand of the workmen and the sponsoring union for their regularisation and payment of back wages as per NCWA-III and IV is not at all justified and they are not entitled to any relief and the Award be passed accordingly.

11. By way of rejoinder to the W.S. of the workmen the same has been denied specifically parwise and the same is said to be incorrect and denied being false, baseless and motivated.

12. No rejoinder has been filed by the workmen and the sponsoring union.

13. On the basis of the pleadings of parties the points for consideration in this reference are

(a) Whether the action of the management of CCI, Kuju Area in not regularising the services and paying wages as per NCWA-III to the workmen S/Shri Raghunandan Mahato and 124 others as per schedule is valid and justified?

(b) If not, to what other reliefs or reliefs the concerned workmen are entitled?

14. Both the points are interlinked and are taken up together for their consideration.

15. I find that the management has examined as many as four witnesses, MW-1 Prabhakar Singh, Asstt. Inspector

of Works of Area Colliery, MW-2 Nalini Ranjan Chatterjee, Office Supdt., Area Office Kuju, MW-3 Md. A. Haque Attendance Clerk of Sarabera Colliery and MW-4 A. K. Sharma, Sr. Overseer of Sarabera Colliery. All these MWs have come to support the case of the management and MW-1 has stated that he was working in Area Colliery since 1973 and he is on the present post from the year 1982. He has also stated that at time of nationalisation in the year 1973 there are only 30 to 60 quarters and 1300 quarters were constructed in the year 1976 and filtered water supply was started in the year 1976-77 and supply of all the quarters of the company were covered in 1986. Before that unfiltered water was supplied in the quarters. He has also stated that Cat. IV and above workers were supplied drinking water through the bhars and in some quarters filtered water were supplied by the workmen for which quotations were invited and lowest bidder was given the job on contract basis. The contractor used to employ their own men and the persons getting water through such workmen used to enter the same in a book on the basis of which bills were submitted by the contractor and payment was made to the contractor once in a month and the contract was given areawise. He has further stated that Nishi Kant Bhagat, Clerk used to supervise the work of water supply and he had no concern with the supply of water by the contractor.

16. He has further stated that he has come to Arra Colliery from Morfar Colliery after nationalisation of the coal mines which is within the Kuju Area and the concerned workmen are the workmen of Collieries other than Arra Colliery and they relate to Arra as well as Sarabera Colliery. He had denied that water was supplied through bhar in the Office of the Collieries or in the workers rest house and in the schools run by the management. The registers in which account of supply of water was noted was deposited in the office which is Ext. M-1 bearing the signature of the Engineer of the Colliery and from this it is clear that water was supplied through bhar to the office, rest room, club and canteen and the bills were prepared by Nishikant Bhagat for payment on the basis of the books of the receipts of water despoited in the office, and after preparation of bills these books were returned to the contractors for entry to be made in the next month and after exhausting the book it was kept in the office or by the contractor. He has denied that in the year 1983-84 the concerned workmen were paid through wagesheets and also denied that the management prepared bills areawise and grand total was shown in the bills in order to show that the contract system was in vogue. He has further admitted that invitation of tender was not advertised but upto 1986 there was no such tender committee to consider the tender supplied by the suppliers. He has also admitted that the payment relating to Sarabera was made by the office of the Sarabera Colliery but he had no knowledge of the same. He has also denied that the concerned workmen were employed by the company as piece rated worker and were paid accordingly to the number of bhars of water supplied.

17. The evidence of MW-2 is on the same line that of MW-1 and he has stated that one Cat. I worker used to supply water to the G.M. Office Tatwa Hore Colony which is the colony for the staff of the G.M. Office. He has further stated that earlier water was supplied to that colony through motor pump but now from deep boring and he has never worked in the personnel department at G.M.'s Office and at present he is working in the Sales department and he has no concern with the duties of the workmen in the office of the company in the official capacity.

18. MW-3 and MW-4 are both from Sarabera Colliery and they have stated that the contractor were engaged for supply of water and they engaged their own workmen and water was supplied to the quarters of Cat. II and III workers and registers were signed by the occupant of the quarters. Bills were supplied by the contractor to the management per month and received conv were also supplied with bills and after checking the bills payments were made to the contractor and received conv of the bills were also returned to the contractor. Payments were made through Accounts Section which was taken by the contractor. 13 bills were submitted by different contractors namely Sukar Mahato, Sitaran Mahato, Sarin Mahato, Rakeshwar Prasad, Gango Yadav and Guna Pahan and having their signature and

LTI marked Ext. M-6 series. He has further said that arrangement of water supply continued till 1991 but he could not say when it was started. Thereafter water was supplied through pipe. There was no departmental water carrier engaged by the management. He has also admitted that water was supplied to his quarter by the water carrier. He got quarter in the colony in the year 1979 but he was residing in the quarter of the colony since the year 1981 and since then water was supplied by the water carrier. He has also stated that prior to 1988 this water supply was looked into by the Head Clerk D. D. Chandra who has since been retired in the year 1995. He had denied that individual bills were prepared by the management and this system continued till 1984. He also could not say after 1984 bills were prepared in one of the name of leading group of workmen and such workmen used to sign vouchers and bills but he was also working as water carrier. He has denied that intentionally such bills have not been produced just to conceal the truth. A photo copy of such bills were shown to the witness which he admitted and stated that it was signed by Shri A. K. Sharma, Engineer of the management and counter signed by Shri S. B. Singh, Project Officer marked Ext. W-2. He also admitted that there were separate copies maintained by the Water carriers and these copies were signed by the persons and after making total bhar payment was made accordingly. He never issued any form for obtaining any licence in the prescribed form and no contractor is engaged in a Government company without tender. He has never seen tender paper of the contractor. He has further admitted that water supply was made in the quarters daily and had denied that just to deny the bonafide claim of the workmen and at the instance of the management he is deposing falsely. However, he has admitted that these workmen were working since 1981 and even after introduction of water supply through taps.

19. MW-4 has also deposed in the same line and had denied that the concerned workmen were engaged by the management and the works were supervised by the management and articles were supplied by the management. He has also denied that the management stopped the work of the concerned workmen and has admitted that Ext. W-2 bears his signature but he did not sign on any such paper and this is not the genuine paper and no payment was made to the workmen as shown in Ext. W-2. In the cross-examination he has admitted that the tenders are invited for giving contract to the contractors and tenders are either open or closed but in the present case he could not say whether the tender was open or closed, and also admitted that no agreement was made with the contractor and in this case no written work order was issued to the contractor nor any form was supplied to the contractor for obtaining any licence from the RLC (C). He could not say that the register of contract is maintained by the management. He also could not say as to who were the contractors in which period and that in the year 1990-91 Baleswar and Gopal were the contractors and Madhu and Devnath in the year 1989. He has denied that these persons were working as workmen and simple bills were issued in their names and payment was made to them. He could not say under whose writing bills were prepared Ext. W-5/1. He has further admitted that the workmen were supplying water in the colony and they worked for 2 to 4 years till the contract system was continuing. He could not say that these workmen worked continuously for 10 years. He has further denied that there was no independent workers and the workmen were working directly under the management. He has also denied that just to deprive the workmen from their legitimate wages and other benefits this paper arrangement was made as a measure of camouflage and that he admitted that no retrenchment compensation was given to the workmen, but there was only discontinuance of their contract system. He has further denied that earlier direct payment was made to the workmen and later on the management entered into paper arrangement to show the payment made by the contractor. There is no other witness on behalf of the management.

20. I further find that two witnesses examined by the workmen who are WW-1 Baleswar Prasad who is working in Sarubera Colliery since March, 1991 and WW-2 Shri S. N. Jha Area President of United Coal Workers Union Kuju Area. WW-1 has supported the case of the workmen given in the W.S. and have stated that he has worked for more than 240 days in 12 calendar months for every year and was working as water man for supply of water to C.C.L. canteen and office and quarters. He has stated that payment of wages was made as per attendance calculation made on the basis of working days and number of bhar of water supplied by

them. The rate of supply was 4 annas per bhar earlier and later it was increased to 37 P. per bhar. He has denied that they were engaged for supply of water by the contractor and they were stopped from May, 1991 for which no notice or retrenchment compensation was given to him.

21. In the cross-examination he has stated that all 52 persons were working in Sarubera Colliery and they have got no records to show as to which workman were working where. Their attendance were marked by the Munshi upto 1983 and thereafter it was marked by Chakravorty Babu of the Colliery. He has also denied that they have not worked for more than 240 days in a 12 calendar months and has further stated that they used to fill up 100 pitchers and 25 to 26 persons were working in the Colliery Office. He has also denied that the attendance was not marked by the management staff. Ext. M-5 bears his signature and they were getting payment as per bills vide Ext. M-5 and M-6 series which bear their signature. Bills were prepared by the management and payments were made accordingly. He had denied that they were engaging men of their own rather they themselves were supplying water in the colony and office of the colliery area. He has further stated that he used to simply sign the bills and then it was disbursed amongst the workmen by the management. He has also denied that they were working under the contractor for supply of water. He has further stated that after May, 1991 supply of water in the quarter through pipe was made and engagement of the workmen were stopped. He had denied that they were not engaged by the management.

22. WW-2 is Area President of United Coal Workers Union of Kuju Area and the workmen were the members of his union who were working in Sarubera, Arra and G.M. Office and have worked from 1981 to the end of 1987 as water carrier who were under Cat. I of the Wage Board agreement but they were not being paid wages of Cat. I. He has further stated that during the conciliation proceeding the workmen were stopped work by the management. In cross-examination he stated that total number of workmen in this reference is 125. But has stated that no appointment letter I.D. Card, Wagesheet, P.F. account were given to the workmen. He has denied that the workmen were working under the contractor for supply of water and they were the workers of toe contractors. He has further denied that water carriers were engaged earlier but for the present there was no engagement of Water carrier. He has further denied that no such water carrier was ever engaged in Hazaribagh area nor any such workman was regularised. He has denied that water carrier system was stopped in Arra Colony in the year 1986 itself and that the water carrier system was stopped in Sarubera colony from March, 1991. He has further denied that as the workmen were not engaged by the management there was no question of giving notice or notice compensation at the time of stoppage of their work. He has denied that the demand of the workmen was not baseless and not justified. There is no other witness in the case on behalf of the workmen.

23. Some documents have been filed on behalf of the parties and the management has filed a number of documents which are Water supply bills from the year 1-8-81 onwards till 30-9-86 vide Ext. M-1 to M-1/23. Ext. M-2 series are carbon copy of three letters of different dates given in the name of contractor G. Mahato and P. D. Mahato. Likewise Ext. M-3 series are petitions filed by different petitioners from the year December, 1980 onward for supply of water and Ext. M-4 series are copies of sanction of different dates from November, 1984 onward till August, 1991. Ext. M-5 and M-6 series are copies of bills of different period from 1984 onwards till the year 1990. From these documents the management have tried to show that the workmen were working under different contractors namely Madhu Mahato, Shyam Sundar Mahato, Raghu-nandan Mahato and bills were preped for supply of water on their behalf which were checked and countersigned by the Engineer (C) and countersigned by the Project Officer Arra Colliery vide Ext. M-1 and thereafter payment order was made to the contractor concerned. Similarly from Ext. M-2 to M-3 it has been tried to show by the management that the petitions were filed by different persons for permission for supply of water and such permission was given by M-2 series and they were supplying water as such. Similarly Ext. M-4 series bills of Sarubera Colliery which were passed for supply of water @ 37 P. per bhar and payment was made

accordingly vide Ext. M-5 and M-6 series. From these documents it has been tried to show that the workmen of this reference were not engaged by the management rather they were engaged by the contractors and they used to supply water as per permission given by the Arra Colliery and Sarubera Colliery management and payment was made to them.

24. Some documents have also been filed on behalf of the workmen which are Ext. W-1 to W-1/2 being the water supply registers signed by different occupants of the quarters to whom water supply was made by the workmen from the year 1983 onwards upto the year 1990 and total number of bhar of water supplied and thereafter payment was calculated and payment was made to them. Ext. W-2 is photo copy of the Stamp Account book water supply made by the workmen for the month of November, 1990 bearing their signatures and LTI. No other document has been filed by the parties.

25. While arguing the case it has been submitted on behalf of the management that there was no relationship of employer and employee between the workmen and the management and they were never engaged by the management for supply of water in the colliery and areas. It is also said that it is the case of the workmen that they were employed in the Kujua area by the management of CCL for doing this work permanently and continuously and with the mala fide intention the management did not regularise their services nor payment of wages was made to them as per NCWA-II and this was unfair labour practice. It is also said that it has been pleaded by the workmen that the supply of water is of permanent nature and they are entitled the benefits as per the permanent workers of the coal industry. It is also said that the workmen were employed/engaged as Water carrier with clear knowledge and express approval of the management although the work of water carrier is time rated one and payment was made to the workmen on piece rated basis per bhar as 37 P. bhar which was very measure amount given to the workmen. It is also said that the sponsoring union has said nothing about the last four workmen of the annexure who were engaged for supply of water in G.M. Office and it is said that the management did not engage any contractor or worker for manual supply as the distribution system of water through pipe line was always there available in the G.M. Office and this was not challenged in the cross-examination of MW-2. It is also said that the management had adequate supply of water in the township of Area and Sarubera collieries but in some portions of residential township there was no other taps system and originally the supply of drinking water was made by professional water suppliers called Bhistics who supply water to the people like suppliers of materials and some of them came forward to undertake the arrangement at agreed rate of payment and they engage their own men for the purpose and this was a temporary work for 2/3 hours and they were also supplying water in the township and nearby area and as such they cannot claim of regularisation of job by the management as they were not under the control of the management nor engaged by the management nor any appointment letter, I.D. card, P.F. account was allotted to them as admitted by WW-2. It is also said that from Ext. M-1 to M-3 series, M-4 to M-6 series it is clear that water supply was made in Arra colliery and Sarubera colliery and these bills and permission letter contained various notings or orders regarding payment to be made to the water supplying contractor and it is also said that these document were called for by the workmen and produced by the management which corroborate the case of the management. Likewise the management witness MW-1 to MW-4 have fully supported the case of the management and from Ext. M-1 to M-3 it is clear that water supplier quoted rate of supply per bhar which was agreed upon by the management and thereafter order was issued to them for supply of water. It is also said that the workmen and the sponsoring union have filed such registers or books Ext. W-1 series and the books the contractors used to submit for total quantity of water in terms of bhar and payment was made to the contractor and different areas were divided to different contractors. It is also said that Ext. M-2 to M-3 series are the various water supply quotations which were given by the water supply contractors have been proved and so far calling of tender and quotations filed by the workmen and work orders are concerned these are big jobs but the supply of water in smaller quantity is a petty work for which no formality is required but on the basis of different petitions filed,

sanction orders are given to them vide Ext. M-2 and M-3 series and they used to submit bills vide Ext. M-1 and M-4 series and payment was made thereafter and vide Ext. M-5 and M-6 series.

26. It is also said that these workmen were supplying water in Arra and Sarubera Collieries residential quarters which are not covered under the definition of Mines Act and they also used to supply water to different outsider colonies as such there was no relationship of employer and employee between them. It is further said that MW-1 has stated that arrangement of water supply were confined upto 1986 only but this was not challenged in the cross-examination. It is also said that when the water supply work was stopped in Arra in the year 1986 then there was no question of stopping for work of the concerned workmen during the conciliation proceeding as claimed by the workmen and the sponsoring union. It is also said that such arrangement of water supply at Sarubera Colliery continued till April, 1991 the arrangement of water supply was continuing at Sarubera colliery and so there was no question of stopping the same during the conciliation proceeding. It is also said that the evidence of WW-2 does not support the case of the workmen at all rather it supports the case of the management.

27. It is further said that bills were used to be submitted by the different contractors of water suppliers which were checked in the office and payment was made to the contractor against bills which is clear from Ext. M-5 and M-6 series and this arrangement continued till 1991 when water supply through pipe line began to work. It is also said that Ext. W-2 was produced in course of evidence of the witness but MW-3 has alter on clearly stated that such papers were not ever signed by him and this Ext. W-2 photo copy was a manufactured document and was not genuine document. It is also said that MW-3 has further stated that water supply contractor were engaging their own person for supply of water and the contractors used to supervise their own men.

28. It is further said that there was all along pipe water system in G.M. Office unit and there was no question of supply of water through water carrier, in the G.M. Office area.

29. It is further said that the work of supply of water in the colony is simply a domestic work and it is neither industry nor does not form part of industry.

30. It is further said that the question of engagement of contractor falls within the Contract Act and as per the Act even a verbal offer and its acceptance constitutes contract and in the present case the supplier accepted the bills against which he received payment and that he was a contractor and the contract under law was complete.

31. So far the question of inviting quotations and tenders and submission of quotations by the contractors and acceptance of lowest bidder is concerned this point was not taken in the W.S. but this raised in course of evidence and it is also said that it is not necessary that this document regarding the appointment and relating to the contract should be handed over and shown to the witness of the management and these papers have to be seen only by the officials sanctioning payment and making payment. It is further said that NCWAs have no bearings on the persons supplying goods and services to the workers and the management and that the in the township and the persons supplying water cannot claim wages as per NCWAs. It is further said that the workmen have failed to show that the action of the management was not fair and legal. It is further said that a plea was taken by the workmen that no water supply was carried through contractor in the coal industry and the union has contradicted itself by stating that in the Hazaribagh area there was such arrangement and it is said that at Charhi Office at Hazaribagh some casual workers were directly engaged for supply of water and during the other office work on full time basis and the RCMS Union made a demand for their regularisation and these workmen were being paid directly by the management as the management directly engaged them and taking work. So they stood on the different footing and the management agreed to regularise some of them. The facts and circumstances of both the

cases are quite different and therefore the workmen cannot claim any benefit on the basis of the case of Charhi Office.

32. It is also said that the residential township are not part of industry or industry of the management and the employer must have employed the persons for hire or reward but the management have never appointed these persons and they have got no appointment letters and the employer had no direct control over these workmen and no disciplinary action was ever taken against the workmen nor there was any document to show that such disciplinary action was even taken against them. In this way it has been tried to show that the workmen have failed to establish their case and it is finally said that the demand of the workmen is not legally maintainable and the management has not done anything illegal and as such it is said that the demand of the workmen for their regularisation is not justified at all and the action of the management in not regularising the concerned workmen is valid and justified as they were never employed by the management rather they might have been engaged by the contractor for water supply and they cannot claim regularisation by the principal employer i.e. the management.

33. On the other hand it has been agreed on behalf of the workmen that the concerned workmen were directly working under the control and supervision of the management and previously individual payment was being made to them but from the year 1984 onwards payment vouchers were prepared in the name of 4 or 5 workmen describing them as contractor and just to show that the workmen were working under the contractors and this was nothing but a paper arrangement which is sham and camouflage just to deprive the workmen from the regularisation in the job. It was also submitted that as per JBCCI and also as per NCWA-III to IV job description of water carrier has been given as Cat. I unskilled workmen as such it cannot be said that they were engaged privately by the residents of the colony and payment was made to them privately. It is also said that it has been admitted by MWs that payment to the workmen was made individually by the workmen although vouchers and bills were prepared in the name of few contractors describing them as contractor. It is further said that the job of water carrier is of permanent nature and some of the workmen were stopped work in Arra colliery from the year 1986 and some of them from May, 1991 without giving any notice or notice compensation violating the provisions of Section 25-F of the I. D. Act, 1947.

34. It is further submitted that MW-1 has admitted in his cross-examination that the workmen were working from the year 1981 onwards and have worked till 1991 and it is further said that they have completed more than 240 days of work in 12 calendar year for years together and were doing service to the management by supplying drinking water and domestic water to its employees and officers colony which is the responsibility of the management as admitted by MWs examined in this case.

35. It is further said that it has been held by the Hon'ble Supreme Court in Hussaini Bhui case that the workmen working for the management and their services being supervised by the management although payments were made by separate agency who cannot be treated as contractor. It is also said that as per Ext. M-1, M-2 and M-3 series it is clear that the workmen have worked continuously and regularly for about 10 years and thereafter they have been stopped from work when they demanded regularisation and just to deprive them from their genuine demand.

36. It was also submitted that a plea has been taken by the management that they were working under the contractor for which tenders were floated and contract was awarded to the lowest bidder and the engagement of workers of their own and the management had no hand in their section and appointment and as such they cannot claim their regularisation. But it is pointed out that the management has not filed even a chit of paper to show that ever tenders were floated for supply of drinking water and quotations were received from various parties, comparative bidder list was prepared and contract was awarded to the lowest bidder and thereafter work order was issued to such

contractors for supply of drinking water as well as domestic water in the colonies of the management. Ext. M-2 and M-3 have been filed which are petitions of a few workmen filed individually and they were allowed to supply drinking as well as domestic water in certain areas of the colonies of the management and this cannot be said work order or tender papers as stipulated under the Act.

37. It is further said that the Hon'ble Supreme Court has passed an authority reported in 1997 Lab I.C. page 365 at Page 368 in the case of Air India Statutory Corporation versus United Labour Union and others where it has been held by Their Lordships that under Section 10 of the Contract (Regulation and Abolition) Act, 1970 that in the Abolition of contract labour system direct relationship of employer and employee is created between the principal employers and the workmen and the workmen get right to be regularised in service. It has been further elaborated that "Abolition of contract labour system ensures right to the workmen for regularisation of them as employees in the establishment in which they were hitherto working as contract labour through the contractor. The contractor stands removed from the regulation under the Act and direct relationship of "employer and employees" is created between the principal employer and workmen. "1991 AIR SCW 3026, Overruled. 1995 AIR SCW 2942 Partly Overruled. It has also held by Their Lordships that the Act does not provide total abolition of the contract labour system under the Act. It regulates contract labour system to prevent exploitation of the contract labour. The preamble of the Act furnishes the key to its scope and operation.

38. Perused the above authority. It has been pointed out that in view of this authority of the Hon'ble Supreme Court (Division bench) by which Dinanath case has been overruled, the management cannot take the plea that the workmen being contractor labour cannot claim their regularisation with the principal employer rather the principal laid down in the said authority is otherwise and is in favour of the workmen.

39. After considering oral and documentary evidence as well as points of argument as advanced by the parties in their written argument and the oral submissions made by them I find much force in the pleas taken by the workmen and the sponsoring union. It is crystal clear that the concerned workmen have worked for about 10 years with the management and have completed more than 240 days in 12 calendar months for years together and thereafter they have been stopped from work from May, 1991 or in some cases from June, 1986 and the plea has been taken by the management that after making arrangement of supply of water through taps in the colonies there was no requirement of engagement of manual workers for doing the job. However, it is sheer exploitation of poor labourers and it is also clear that they were being paid on piece rated basis only 37P. per bhar of water supplied by them and although payment was made individually to the workmen and bills and vouchers were prepared in the name of 4/5 persons describing them as contractors but from Ex. W-1 series and Ext. W-2 filed by the workmen it is clear that these registers were signed by the occupant of the quarters where water was supplied by the workmen and on the basis of the bills and registers and after calculating the number of bhars water supplied by the workmen and accordingly payment was made to them by the management itself. In this view of the matter I find much force in the plea of the workmen that the plea of the management that they were contractors workers and bills and vouchers were prepared in the name of such contractors vide Ext. W-1 to W-3 series and that it was simply paper arrangement made by the management which is sham and camouflage to deprive the workmen from their genuine demand and regularisation. Accordingly I find that the action of the management in not paying full wages to the workmen and not regularising them cannot be said to be valid and justified. Accordingly both the points are decided in favour of the workmen.

40. In the terms of reference no specific date has been given for their regularisation and payment of back wages but I find that failure of conciliation report was sent on 10-10-88 and the reference has been made on 24-11-89. In this view of the matter the management is directed to regularise the concerned workmen from 1st of October, 1988 and to pay atleast 40 per cent of full back wages and other benefits to

the workmen from this very date. Hence the following Award is rendered.

Dated, the 5th August, 1997

# AWARD

"The action of the management of Kujua Area of C.C. Ltd. P.O. Kujua, Dist. Hazaribagh by not making payment of wages and other benefits (including regularisation) as per NCWA. III to S/Shri Raghunandan Mahto and 124 other workmen as mentioned in Annexure is not legal and justified. Consequently, the concerned workmen are entitled regularisation with 40 per cent of full back wages of Cat. I with effect from 1st October, 1988 and other benefits from this very date."

40. The management is directed to regularise the concerned workmen in Cat. I with 40 per cent of full back wages and other benefits with effect from 1-10-88 within two months from the date of publication of the Award in the Gazette of India.

41. However, there will be no order as to costs.

T. PRASAD, Presiding Officer

नई दिल्ली, 14 अगस्त, 1997

का.अ. 2256.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में बी. सी. सी. एल. के प्रबन्धन के सबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं I), धनबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-97 को प्राप्त हुआ था।

[सं. एल-20012/215/92-आई.आर. (सी. I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 14th August, 1997

S.O. 2256.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, (No.-1), Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on the 13-8-97.

[No. L-20012/215/92-IR(C-I)]

BRAJ MOHAN, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Dispute Act, 1947.

Reference No. 78 of 1993

Parties :

Employers in relation to the management of Ropeways of BCCL at Bhulanbararee Camp.

AND

Their Workmen

Present :

Shri Tarkeshwar Prasad, Presiding Officer.

Appearances :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : Shri S. Bose, Treasurer, RCMS.

STATE : Bihar

INDUSTRY : Coal

By Order No. L-20012(215)/92-I. R. (Coal-I) dated 22-2-93 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) of sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the demand of the union for regularisation of Shri Rajendra Pandit S/o late Bishunpad Pandit permanent resident of Village & P.O. Akbarpur, Distt. Patna for supply of water at Petia Colony of Ropeways, B. B. Camp of M/s. B.C.C.L. as Water Carrier/Water Coolie is justified ? If so, to what relief the workman is entitled ?"

2. The workman and the sponsoring union appeared and filed written statement stating therein that the concerned workman, Rajendra Pandit, was engaged by the management to carry drinking water from the management's water tap to the quarters of the Ropeways Division and this supply of water to the quarters is the responsibility of the management. It is further said that as per BCCL Service Condition the water carrier is a permanent employee getting payment of Category-I rate of wages and other benefits, but the workman was being paid piece-rate basis of Re. 1/- per bhar of water and payment was made by the management at Bhulanbararee once in a month after calculating the number of tins (Bhar) without any other benefits except medicine for ailments besides provision of accommodation in the colony. It is further said that sometime all such water carriers were regularised by the management of BCCL in various collieries but the concerned workman was left for which he made representation before the management to regularise him, but that was not done and from 5-6-91 he was stopped from work without any notice or notice compensation. Thereafter the matter was raised under I.D. Act before the A.L.C. (C), Dhanbad in January, 1992 and on submission of failure report the reference has been made to this Tribunal for adjudication.

3. It is also said that the workman was performing duties of a permanent employee in an essential service of drinking water to the residents of the employees of Ropeways Division of BCCL and stoppage of work of the workman was arbitrary and illegal and the demand of the union and the workman for his regularisation is quite reasonable. It is further said that the workman was employed w.e.f. 10-10-83 and his work was stopped from 5-6-91 which was not justified and the demand has been made for regularisation of the workman in Category-I w.e.f. 10-10-84 with other benefits and full back wages from 5-6-91 till his reinstatement.

4. The management appeared and filed written statement stating, inter-alia, that the reference is not legally maintainable nor there was any relationship between the employers and the concerned person and the workman was never engaged on any job connected with mining operation and he used to work as under supplier at the residents of some workers and used to get payment on the basis of number of Bhars of water supplied by him at the workers colony. It is also said that at the time of construction and development of Ropeways some temporary residence of the employees were built and the latter themselves made negotiation with local suppliers for supplying them water, milk, vegetables etc. and the management used to reimburse the amount spent on water suppliers. It is said that regular supply of water to the employees the management used to pay Re. 1/- per Bhar of water supplied at the residents of the employees and some categories of workmen used to fetch water themselves from the water taps fitted in the locality and some employees are provided with water facility and the payment was made on voucher to the water supplier and the workman supplied water to some of the residents at Petia colony and he also supplied water to different persons and shops in the locality and he was engaged at his own job and only some part of time was engaged by him for supplying water at Petia colony.

5. It is also said that the workman was not selected or recruited for any job connected with working of the industry nor he was under control and supervision of the manage-

ment nor any disciplinary action ever taken against him and he was purely a supplier of water at the residents of some of the employees according to his own convenience and according to the arrangement made by him with different persons residing in the colony and there was no fixed time of work of the workman as he was not a workman, so he can't claim for regularisation as permanent workman of the company. There was no requirement of a permanent worker for supplying water to the persons residing in the colony and it was simply temporary arrangement and permanent arrangement is made by providing water taps at the residence of the employees or at convenient places from where they can fetch water from the taps.

6. By way of rejoinder to the written statement of the workman and the union, the same has been denied specifically and parawise and it is said to be not fully correct and denied. It is also denied that the workman was performing any work of permanent employee and it is further denied that he was entitled for regularisation on 1-10-83 or any other date and all the allegations levelled against the management are said to be false and denied. It is finally said that the workman is not entitled for regularisation as claimed.

7. A rejoinder has also been filed by the workman and the union to the written statement of the management denying the contentions of the management specifically and parawise and the same is said to be incorrect, vague and denied. It is also said that the job of water carrier is miscellaneous duty of general mazdoor in Category-I of wages scale along with other benefits and such workman can be engaged by the management for any of such duty specified for unskilled general mazdoor and ought to have been regularised in Category-I job by the management. It is finally said that award be passed accordingly in favour of the workman.

8. On the basis of the pleadings of the parties, the points for consideration in this reference are—

- (a) As to whether or not the demand of the workman for his regularisation as water supplier at Petia colony of Ropeways of BCCL is justified?
- (b) Whether the action of the management in stopping the work of the workman w.e.f. 5-6-91 is justified?
- (c) If not, what other relief or reliefs the workman is entitled?

9. All the points are inter-linked and as such are taken together for their consideration.

10. The workman has examined himself as WW-2 and supported his case as given in his written statement and has further said that he resides at New Colony which is located at village Petia and other staff of the Ropeways also reside there in quarters, and he too was living in a quarter within the colony of the management. He was further said that he started supplying water from 1978 and before 1984 he was paid by the management after obtaining his signature on register and from 1984 management started paying through vouchers on the basis of number of 'Bhars' that he supplied to the staff. He used to fetch water from a place which was one mile away where there was water tap of the water Board from where he collected water and supply the same to the staff of the company. He was stopped from working since June, 1991 and since then management started supplying water through water tanker which collected water from the supply of Water Board and the tanker kept standing at a place for only half an hour during which period the employees were required to collect their water. Thereafter he was asked by those staff to collect water from the water tanker for which they paid to him. He has further said that he was ready to do any work which can be taken from Category-I mazdoor which is lowest entry category.

11. He has further said in cross-examination that the staff used to sign on a register mentioning the number of 'Bhars' of water supplied to them in that month and that the register would show the period of his work as well the number of Bhars of water supplied by him. He has filed such register to show his attendance. He has a written allotment of quarter in which he was living but allotment was given to him verbally by Sri Rameshwar Prasad, Labour Officer of the Company. He has denied that he was not allotted any

quarter and that he was a trespasser in that quarter. He has also denied that supplying of drinking water was his vocation and he used to supply water to the staff of the company as well to the outsiders. He has also denied that he was not supplying water to the staff from 1978 onwards, and further denied that he was supplying water since 1984 for which he received payment from the company. He has also denied that his claim was incorrect.

12. Evidence of WW-1 Harihar Pandey, Asstt. Foreman at Ropeway Division No. I of BCCL, is similar to that of workman and has stated that he was living in the quarter since 1976 and he knew the workman who was supplying drinking water since 1978 and he was being paid at the rate of 'Bhars' supplied to the employees of the company. He was being paid every month on vouchers by the Company. He has further admitted that the workman used to supply drinking water in his quarter earlier three Bhars a day upto 1982 or 1983 and thereafter six 'Bhars' a day. He used to get their signature every month on a register certifying the number of 'Bhars' supplied by him and he used to fetch water from supply of water which was at a distant place and it present they are being supplied through water tanker. No other witness is on behalf of the workman.

13. MW-1 Ranendra Nath Banga—who is at present Dy. Chief Engineer of Ropeways and has been examined by the management and he was working since December, 1969 in Area Ropeways in different capacities, and has admitted that there was a Petia Colony for Ropeways employees and in the beginning the inhabitants of the colony made their own arrangement for drinking water and later, as per their demand the management asked them to select person who could bring them drinking water and management would pay according to the number of 'Bhars' supplied. Thereafter residents of the colony selected two persons including the concerned workman who fetched them water through 'Bhar' and was paid by the management bharwise. But since 1991 the management provided drinking water in that colony through water-tankers and the workman was paid through vouchers, Ext. M-1. The two workmen including the concerned workman worked hardly for 2 to 3 hours for supplying water in the colony and the brother of the workman is an employee at Ropeway at whose instance the workman was so engaged for providing water. He has denied that the workman was appointed by the management and was an employee of the management.

14. In cross-examination he has said that since 1974 he is living in Bhaga Camp Colony and some other officers also live there, and in that colony tap water is supplied and there is no tap water facility at Petia Colony. He has further said that it is the duty of the management to arrange supply of drinking water to the residents of the colony. On his cross-examination on re-call he has proved registers marked Exts. W-5 to W-5/2 which were maintained by the workmen for supplying water to the employees of Ropeways in Petia Colony and those employees used to put their signatures or L.T.I. showing endorsement of the entry made therein the account of Bhars of water supplied to the employees of Ropeways in Petia Colony and on this basis the management made payment to the concerned workman. There is no other witness in this case.

15. Some documents have been filed on behalf of the which are bills of different amounts in the name of the concerned workman marked Exts. M-1 to M-1/6 and their pay orders have been marked Exts. M-2 to M-2/6.

16. Likewise the workman have filed documents Exts. W-1 to W-4 which are letters of different dates of the year 1986 and 1987 and as noted in three registers showing supply of water marked Exts. W-5 to W-5/2. These registers are showing supply of water made by the workman to the employees of the residents of the colony in the years 1988 to 1991 and these have been maintained datewise showing of Petia colony having signature of these residents and from supply of water made by the workman daily to the residents these documents it is clear that he has worked for more than 240 days in a calendar years starting from 1988 to 1991. Admittedly, as per suggestion given to the workman, WW-2, it is admitted case of the management that he was supplying water since 1984 whereas the workman has claimed that he was supplying water from the year 1978. But even if it is not taken to be correct that he was supplying water

from the year 1984 and as per Ext. W-5 series written documents signed by the residents of the colony showing supply of water made by the workman to them from 1988 to June, 1991 and those registers have been admitted and proved by WW-1 and there is no denial at this piece of evidence of the workman. From Exts. M-1 to M-2 also it is clear that payment was made to the workman by the management on the basis of calculation of 'Bhar' of water supplied by the workman to the residents and these are for the years 1991 and also for the years 1989 to 1990 as per Ext. M-2/6, which payment made to the workman from November, 1989.

17. While arguing it has been submitted by the management that the claim of the workmen for his regularisation is not justified as he was an employee of the management nor there was any relationship of employer and employee between the management and the workman. But as admitted the payment was made to the workman for supply of water to the residents of Petia colony on the basis of supply of water through 'Bhar' monthwise as per voucher Ext. M-2 series and bills Ext. M-1 series. It has been admitted by MW-1 that it is the responsibility of the management to arrange supply of drinking water to the residents of the colony. It is also submitted that the workman was neither selected nor appointed by the management rather he was engaged privately by the residents of the colony for supply of water and on their request the management agreed to make payment to the workman and because the management paid to the workman as per voucher and bill Exts. M-1 series and M-2 series the workman can't claim for regularisation with the management nor he can claim to be an employee of the management. It is also said that he was not under control of the management and it was his profession to supply water to the colony and outside to private persons and for limited hours 2 to 3 hours he used to work in the colony for supply drinking water and the claim of the workman for his regularisation after management made permanent arrangement of supply of water to the residents of the colony through tanker, the question of regularisation of the workman as waterman did not arise and demand of the workman is not justified at all and he is not entitled for any relief as claimed.

18. On the other hand, it is submitted on behalf of the workman that the water carrier is permanent post of the management and Category-I wage plus other benefits are paid to the workman of this category and the workman was working continuously since November, 1988 to July, 1989 and also that subsequently on the request of some residents of the colony of Ropeways Division under the management of BCCL and he has worked for more than 240 days in 12 calendar months for a year and for so many years regularly but all of a sudden he was stopped from work w.e.f. 5-6-91 without any notice or notice compensation. It is further submitted that the workman has so many documents Exts. W-1 to W-5 series which go to show that the workman continuously worked as drinking water supplier to the colliery of the management and Registers Ext. M-5 series bear signatures of the residents of the colony who have taken water from the workman and for which payment has been made to him by the management vide Ext. M-1 series and M-2 series and this fact has also been supported by the deposition of the management's witness and the plea of the management that the work of the management is not related to mining of coal or any ancillary work has got no substance at all. It is further submitted that it is the duty of the management to arrange supply of drinking water to residents of its colonies which is admitted by MW-1 himself who is an officer of the management and admittedly the workman has worked for so many years since 1988 to 1991 continuously and regularly performing supply of drinking water which is essential and also worked on Sundays and holidays which will be apparent from Ext. W-5 series. He was also working for the benefit of the management and doing service to the management which was essential in nature and this fact has not been disputed at all by the management. It is also submitted that as per NCWA-I to V Waterman is a specified job under NCWA and Category-I wages and other benefits are paid to a workman and the workman has worked as Waterman for so many years which is permanent nature of job and even after arrangement of water supply through tanker after July, 1991 the residents have asked workman to collect water from the tanker and to supply the same to the residents of Petia colony so the plea of the management that

there was no work for the workman after making arrangement through tanker is also not tenable.

19. Moreover, it is submitted that the workman has submitted that he is ready to do any work of Category-I General have been regularised by the management. In this view the workman who was paid very less i.e. Re. 1/- per bhar piece rate basis whereas he ought to have been paid time rated wages as being paid to permanent workmen of Category-I.

20. It is further submitted that it has been held by the Hon'ble Supreme Court in the case of Jaswant Sugar Mill, Morat Vs. Badri Prasad & others reported in SCLJ-5-page 3474 at page 3476 and their Lordship have held and have clarified the definition of permanent workman and it has been said—"That a permanent workman within the definition it is not necessary that the workman should be engaged throughout the year. What is necessary is that the work on which he is engaged is of a permanent nature and lasts throughout the year."

21. Perused the authority. It is however submitted that the nature of work performed by the workman was permanent as it was to last throughout the year and the workman have also worked throughout the year together even on Sundays and holidays as per Ext. W-5 series which has not been disputed at all by the management. Hence the contention of the management that he was working temporarily and not engaged by the management falls on the ground.

22. After considering the evidence both oral and documentary and the plea taken by the parties in the written arguments I find much force in the plea taken by the workman and it is also clear that he worked continuously doing water supply to the residents of Petia colony of Ropeways Division under M/s. BCCL and he was performing the duty which is entrusted on the management and the responsibility of the management of supplying drinking and domestic water to the employees of its colonies and the work was performed by the workman for years together which is not denied by the management and it is also admitted that he was paid piece rate basis which is far less as wages of Category-I as per NCWA-I to V. The work done by the workman is permanent and perennial in nature lasting for throughout the year and the workman is also ready to do any other work of Category-I General Mazdoor beside work as waterman. Hence, the plea taken by the management that there was no requirement of the work of the workman has got no substance to stand in view of the ample evidence contrary to this fact as discussed above. I further find the demand of the workman and the sponsoring union for regularisation of the workman as water carrier under the management of M/s. BCCL is quite justified and genuine.

23. So far no specific date of regularisation of the workman has been mentioned in the terms of reference, but I find from the reference that it is dated 22-2-1993 and the dispute was raised before A.L.C. (C), Dhanbad in the year 1992 and F.O.C. was sent dated 1-1-1992. In view of the matter the workman is entitled for his regularisation with the management as Category-I workman which is minimum entry point with effect from 1-1-1992 with at least 40 per cent of full back wages as per NCWAs applicable during the period. All the points are decided accordingly.

24. Hence, the award—

The demand of the union for regularisation of Raiendra Pandit S/o Late Rishunad Pandit permanent resident of Village & P. O. Akharaur, Dist Patna for supply of water at Petia Colony of Ropeways, B. B. Camp of M/s. B.C.C.L. as Water Carrier/Water Coolie is not justified. The management is directed to regularise the service of the workman with effect from 1-1-1992 with 40 per cent of full back wages as per NCWA applicable during the period within two months from the date of publication of the award in the Gazette of India.

However, there will be no order as to costs.

TARKESHWAR PRASAD Presiding Officer

नई दिल्ली, 14 अगस्त, 1997

का.आ. 2257.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. एच. पी. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं.-1), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-97 को प्राप्त हुआ था।

[सं. एल-20040/96/95-आई.आर. (सी-I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 14th August, 1997

S.O. 2257.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No.-I), Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. HPCL and their workman, which was received by the Central Government on the 13-8-97.

[No. L-20040/96/95-IR(C-I)]

BRAJ MOHAN, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

## PRESENT:

Shri Justice R. S. Verma, Presiding Officer.  
Reference No. CGIT-1/3 of 1997

## PARTIES:

Employers in relation to the management of  
H.P.C.L.

AND

Their Workmen

## APPEARANCES:

For the Management.—Shri Kantharia, Advocate.

For the Workman—Shri M. B. Anchan, Advocate.

STATE : MAHARASHTRA

Mumbai, dated the 29th day of July, 1997

## AWARD

Shri Anchan for Union. Shri Kantharia for management. The claim of the workman has not been filed. In spite of the fact that the reference was made on 10-1-1997. In the circumstances of the case, the reference is disposed off for satistical purposes only. It is clarified that as and when the workman files its claim and serves the same on the other side and

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requests the Tribunal to proceed with the matter, then the reference may be restored to original number and proceeded with further in accordance with law. The order shall not prejudice the right of the workman. The matter is disposed off as indicated.

R. S. VERMA, Presiding Officer

नई दिल्ली, 14 अगस्त, 1997

का.आ. 2258 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. ओ. एन. जी. सी. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-97 को प्राप्त हुआ था।

[सं. एल 30012/45/93-आई.आर. (मिस)/आई.आर.

(सी-I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 14th August, 1997

S.O. 2258.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ONGC and their workman, which was received by the Central Government on the 13-8-97.

[No. L-30012/45/93-IR(Misc.)|IR(C-I)]

BRAJ MOHAN, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 124 of 1995

In the matter of dispute between:

Smt. Anita P. Singh d/o Jackson c/o Sri Daljit Singh A-21/1C Oil & Natural Gas Commission Colony Near Central School, Kalagarh Road, Sri M. C. Pant Labour Law Advisor 450 Balliwala Kanwali Road, Dehradun.

AND

Chairman, Oil & Natural Gas Commission Oil & Natural Gas Corporation Tel Bhawan Dehradun.

## AWARD

1. Central Government Ministry of Labour, vide its notification number L-30012/45/95 I.R. (Misc)|Coal-1) dated 26-10-95, has referred the following dispute for adjudication to this Tribunal:—

Whether the action of the management of ONGC Tel Bhawan in terminating the services of

Smt. Anita P. Singh D/o Sri Jackson, Nurse Gr. III w.e.f. 13-11-1991 is legal & justified? If not, to what relief the workman is entitled?

2. The case of the concerned worklady Smt. Anita P. Singh is that earlier she was employed in Safdar-ganj Hospital Delhi as a Nurse where she worked for about 5 years. Thereafter she was engaged with the opposite party ONGC at Dehradun by order dated 23-9-89 on probation for a period of one year as Nurse Grade III for a period of one year and she was given five annual increments. This order of increment was made effective from 6-9-89. Thereafter her probation was further extended for one year by order dated 17-12-90. Yet once again her probation was extended by order dated 27-5-91 for a period of six months. Further her probation was again extended by order dated 21-9-91 upto 5-3-92. Her services were illegally terminated on 13-11-91. In the first place it is alleged that as rules in which she was engaged have not been got certified under section 13(b) of Model Standing Order Act. These rules have no force of law and as such at the most her probation will be deemed for a period of one year. Thereafter she would be deemed to have become regular employee. Hence she could not be removed from services without holding any domestic enquiry or payment of retrenchment compensation and notice pay. In any case it has been alleged that she could not be removed from service before 5-3-92. In other words during probation period she could not be removed. Hence for this reason her removal from service is bad in law.

3. The opposite party Oil & Natural Gas Commission has filed a lengthy statement in which the facts as enumerated in the claim statement has not been disputed. However, it has been maintained that rules framed by the opposite party have got force of law and the opposite party have very right to remove the concerned worklady for unsatisfactory working period of probation. A number of misconduct have been given like tempering with urgent slips issued by ONGC Hospital for supplying injections, creating unpleasant scene by assaulting matron, misusing of hospital telephone by making private trunkcalls between 20-8-90 to 10-10-91. Lastly, it was alleged that while seeking employment she had given her marital status as married where she was a divorcee. In this regard a vigilance enquiry was got conducted and a case against the concerned worklady was proved. Accordingly she was removed from service. The management has every right to remove her from service during the probation period. There was no need for domestic enquiry. In such a case provisions of section 25F of I.D. Act are not attracted.

4. In the rejoinder it was reiterated that even she had committed any misconduct she could not be removed without holding of any inquiry.

5. In support of her case the concerned worklady has filed six documents regarding her order of appointment, discharge and further continuance of probation from time to time. Last such probation was given from 21-9-91 to 5-3-92. Besides she has examined herself as W.W.1. In rebuttal the management has

filed Ext. M-1 to M-10 containing appointment order, extension order relating to probation, Ext. M-8 to M-11 are the assessment report during the probation period of the concerned worklady which go to show that her integrity was not found beyond the approach and further her work was otherwise too was not satisfactory and she was advised to mend her ways, Ext. M-12 is the report of intelligence dt. 22-10-91. Besides the management has examined Dy. Manager, I. D. Bhardwaj.

6. Now the first contention of the authorised representative of the concerned worklady will be examined. There is no dispute that the concerned worklady was kept on probation and her probation was extended from time to time in terms of provisions of ONGC Rules 1960. The probation of concerned worklady is that since these rules were not got certified under the Industrial Employment (Standing Orders) Act, 1946 hereinafter called 'The Act'. These rules have got no force of law and the terms and condition of concerned worklady would be governed by the provisions of the Act. The second contention is that extension order was not made by the competent authority. A bare perusal of sec. (1) of The Act indicate that it applied only to industrial establishment. This industrial establishment has been defined under sec. 2(e) of The Act which runs as under :—

'industrial establishment means —

- (i) an industrial establishment as defined in clause (ii) of sec. 2 of the Payment of Wages Act, 1936 (4 of 1936) or
- (ii) a factory as defined in clause (m) of sec. 2 of Factories Act, 1948 (63 of 1948) or
- (iii) a railway as defined in clause (4) of sec. 2 of the Indian Railways Act, 1980 (9 of 1980) or
- (iv) the establishment of a person who for the purpose of fulfilling a contract with the owner of any industry establishment, employees workmen.

According to above that industrial establishment will be covered by the Act if it is an industrial establishment as envisaged by the clause II of sec. 2 of Payment of wages Act, which runs as under—

industrial or other establishment means any—

- (a) tramway service, or motor transport service engaged in carry passenger or goods or both by road for hire or reward;
- (aa) air transport service other than such service belonging to or exclusively employed in the military, naval or airforce of the Union of the Civil Aviation Department of the Government of India .
- (b) dock, wharf or jetty;
- (c) inland vessel mechanically propelled;
- (d) mine, quarry or oilfield;
- (e) plantation.

Further industrial establishment would include a factory as defined in clause (m) of section 2 of Factories Act, 1948 which runs under:—

- (i) whereon ten or more workers are working or were working on any day of the preceding twelve months and in any part of which a manufacturing process is being carried on with the aid of power, or is ordinarily so carried on or;
- (ii) whereon twenty or more workers are working or were working on any day of the preceding twelve months and in any part of which a manufacturing process is being carried on without the aid of power or is ordinarily so carried on :—

but does not include mines subject to the operation of (the Mines Act, 1952) (XXXV of 1952) or (a mobile unit belonging to the armed forces of the Union a railway running shed or a hotel restaurant or eating place).

A bare perusal of above definition of industrial establishment as given in Payment wages Act and Factories Act would go to indicate that the opposite party ONGC is not covered by it by any stretch of imagination. The ruling cited by the authorised representative of the concerned worklady refers to non-certification of rules relating to transport which is certainly covered by definition of industrial establishment as given in Payment of Wages Act, hence this ruling will not apply. In view of above discussion my finding is that opp. party is not an Industrial Establishment and as such rules framed by it need not be got certified under the Act. Hence on this ground the concerned worklady cannot escape from the applicability of ONGC Rules. It will certainly govern it.

7. Next it was contended that she was appointed by Dy. General Manager of the Commission whereas extension order dt. 17-12-90 by Dy. Director P & A on behalf of Dy. General Manager. I do not find any flaw in it. It is not uncommon that orders passed by competent authorities and are communicated through their subordinate. It has happened in this case, therefore it will not vitiate the extension order in any manner. Thus both the grounds on which extension of probation has been challenged has no force and which are accordingly overruled. It is held that the concerned worklady would be governed by ONGC Rules. Regulation no. 10 of terms and conditions of appointment and service regulation 1975 says that an employee shall be on probation of one year, for special reason the probation can be extended, the total period of which would not exceed three years. In the instant case this period has been extended from time to time well within three years.

8. Next contention of the authorised representative of the concerned worklady is that admittedly the concerned worklady has been removed during the continuance of probation period. If her work and conduct was not good she should have been allowed to complete her period of probation. Otherwise this removal from service will be bad in law. In support of this contention reliance has been placed on the case of State Bank of Patiala versus Union of India 1965

(15) FLR 403 (Pun) I have gone through this ruling and I am of the view that the principle laid down in this case will have no application to the facts of the present case as in that case this principle was laid down on the interpretation of various provisions of Desai Award, and Shastri Award together with relevant rules. Therein it was specifically incorporated, hence it was held that before expiry of probation period termination could not be effected.

9. Similar principle was laid down in the case of Agra Electric Supply versus Aladin 1969 FLR (19) 293. (SC). Case again this interpretation was made in view of the fact that provisions of the Act was applicable and there were no valid Rules on the part of Electric Supply Company. On the other hand the authorised representative of the management referred to the case of Ajit Singh versus State of Punjab 1983 (46) FLR page 497 (SC) in which the purpose for which keeping on probation was innovated. It was observed that of any appointment or inefficient servant is not foisted upon him because the charge of incompetence or inefficiency is easy to make but difficult to prove, the concept of probation was devised. In this case it was also laid down that even during the probation period a person on probation could be removed. I see reason behind this as well. Suppose if the management finds that integrity of a probationer is doubtful and he has not improved inspite of warning it will be too harsh for the management if the court asks him to tolerate his misconduct till the expiry of period of probation. In view of above authority I come to the conclusion that a probationer can be removed from service even during the course of continuance of probation period. Hence the removal from service of the concerned worklady on this score cannot be assailed.

10. Next it was urged on behalf of the concerned worklady that in any case as she has completed 240 days she could not be removed from service without payment of retrenchment compensation and notice pay as envisaged by section 25F of I.D. Act. It was further urged that this provision is applicable even to a probationer. In support of this contention reliance has been placed upon the case of Hutchiah versus KSTC FJR 207 and Santosh Gupta versus State Bank of Patiala Vol (56) FJR 595 (SC). In reply of this ruling the management has referred to the case of M. Venugopal versus Dy. Manager, LIC of India 1994 (68) FLR 443 (SC), in which it has been held that in a case of probationer removal from service of an employee who has been on probation, provisions of section 25F of I.D. Act would not apply as his case would have not covered by section 2(cc)-(bb) of I.D. Act. It may be observed that Supreme Court Judgment relied upon on behalf of concerned worklady was delivered by two Hon'ble Judges whereas judgment of Venugopal has been decided by a bench of three Hon'ble Judges, hence I have no option but to follow the principle laid down in the case of Venugopal (supra). It is accordingly held that in a case of removal from service of a probationer provisions of sec. 25F are not attracted. Accordingly the removal from service of the concerned worklady is not bad on this score.

12. Lastly, it was urged on behalf of the concerned worklady that her removal from service is based on some vigilance inquiry, this removal is by way of punishment and cannot be done without holding any enquiry. I am unable to accept this contention because of the case of Governing Council of Kidwai Memorial Institute of Oncology Bangalore versus Dr. Pandurang Godwalkar and other Lab IC 1992, 2439 SC in which following observations were made---

If an employee who is on probation or holding an appointment on temporary basis of removed from the service with stigma because of some specific charge, then a plea cannot be taken that as his service was temporary or his appointment was on probation, there was no requirement of holding any enquiry, affording such an employee an opportunity to show that the charge levelled against him is either not true or it is without any basis. But whenever the service of an employee is terminated during the period of probation or while his appointment is on temporary basis by an order of termination simpliciter after some preliminary enquiry had been made against him before issuance of order of termination if really amounted to his removal from service on a charge, as such penal in nature.

A perusal of the order of removal from service of the concerned worklady would go to reveal that there is nexus between her removal from service and vigilance enquiry made against her. In other words this termination is not based on any enquiry. Instead it is simple order of discharge which is generally issued during the probation period and when work is not found satisfactory. Hence, in view of this authority I am unable to accept this contention. Accordingly it is overruled.

12. No other points has been pressed.

13. Thus having overruled all the objections raised for challenging the removal order dated 13-11-91 having been negated, my award is that removal from service of the concerned worklady is not in law and she is not entitled for any relief. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 अगस्त, 1997

कां०आ० 2259 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वस्त्र रेलवे राजकोट के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच प्रबन्धन में निहित औद्योगिक विवाद में औद्योगिक अधिकरण अहमदाबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-97 को प्राप्त हुआ था।

[संख्या एल-41011/48/95-आई०आर० (बी०-1)]

पी०जे० साईकल, ईस्क अधिकारी

New Delhi, the 14th August, 1997

S.O. 2259.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Rly., Rajkot and their workman, which was received by the Central Government on 12-8-97.

[No. L-41011/48/95-I.R.(B.I.)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SMT. N. J. SHELAT, PRESIDING  
OFFICER, INDUSTRIAL TRIBUNAL  
CENTRAL, AHMEDABAD

Reference (ITC) No. 6 of 1997

ADJUDICATION

BETWEEN

Western Railway, Rajkot . . . First Party

AND

The workman employed under it.

. . . Second Party

In the matter of reducing the pay or in deleting the name of Shri Pramod G. Tagnik, Electric Fitter & others vide Memo. dated 6-5-93 from the Railway's Memorandum dated 7-4-93 is legal, proper adjusified ? If not, to what relief Shri Pramod G. Yagnik is entitled ?

APPEARANCES :

None ---for the First Party & Second Party.

AWARD

By an Order No. L-41011/48/95-IR(B.I.), dated 10-3-97, the Desk Officer, Ministry of Labour, Government of India, New Delhi has referred an industrial dispute as stated in the Schedule of above Order between the above parties u/s. 10(1) of the Industrial Disputes Act, 1947, for adjudication to this Tribunal.

Notice was issued to both the parties directing them to remain present before this Tribunal and to file the statement of claim, written statement and other relevant documents and they have not complied with the same till this date. Sufficient opportunities were granted to the above parties to make their appearance and to file the above documents, but they failed and, therefore, this Tribunal had to make several adjournments. From this, it is quite clear that the parties are not interested

to proceed with this matter and, therefore, I pass following order :—

### ORDER

The reference is dismissed for non-prosecution and it is disposed of accordingly with no order as to costs.

Ahmedabad, 31st July, 1997

N. J. SHELAT, Presiding Officer

नई दिल्ली, 14 अगस्त, 1997

कां०मा० 2260.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया, भवन्नगर के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-97 को प्राप्त हुआ था।

[संख्या एल-41011/16/95-आई०आर० (बी०-1)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 14th August, 1997

S.O. 2260.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Rly., Bhavnagar and their workmen, which was received by the Central Government on 12-8-97.

[No. L-41011/16/95-I.R.(B.I.)]

P. J. MICHAEL, Desk Officer

### ANNEXURE

BEFORE SMT. N. J. SHELAT, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL CENTRAL, AHMEDABAD

Reference (ITC) No. 7 of 1997

### ADJUDICATION

### BETWEEN

Western Railway, Bhavnagar

.. First Party

### AND

The workmen employed under it.

.. Second Party

In the matter of treating the Head Quarters of the concerned 11 Casual T.S. Labourers as "place of working" while passing their T.A. claim Bills as per terms of settlement dated 6-1-94, etc.

### APPEARANCES :

None for the First Party & Second Party

### AWARD

By an Order No. L-41011/16/95-I.R.(B.I.), dated 10-3-97, the Desk Officer, Ministry of Labour, Government of India, New Delhi has referred an industrial dispute as stated in the Schedule of above order between the above parties u/s. 10(1) of the Industrial Disputes Act, 1947, for adjudication to this Tribunal.

Notice was issued to both the parties directing them to remain present before this Tribunal and to file the statement of claim, written statement and other relevant documents but they have not complied with the same till this date. Sufficient opportunities were granted to the above parties to make their appearance and to file the documents, but they failed and, therefore, this Tribunal had to make several adjournments. From this, it is quite clear that the above parties are not interested to proceed with this matter and, therefore, I pass following order :—

### ORDER

The reference is dismissed for non-prosecution and it is disposed of accordingly with no order as to costs.

Ahmedabad, 31st July, 1997

N. J. SHELAT, Presiding Officer

नई दिल्ली, 14 अगस्त, 1997

कां०मा० 2261.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया, नई दिल्ली, के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 12-8-97 को प्राप्त हुआ था।

[संख्या एल-12012/574/87-डी०II (ए०)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 14th August, 1997

S.O. 2261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India, New Delhi and their workman, which was received by the Central Government on 12-8-97.

[No. L-12012/574/87-D.II(A)]

P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 63/88

In the matter of dispute :

BETWEEN

Shri K. K. Aggarwal through  
Dy. General Secretary,  
State Bank of India Staff Association,  
2124/2, Hari Singh Nalwa Street No. 58,  
Karol Bagh, New Delhi.

AND

Chief Regional Manager,  
State Bank of India,  
11, Parliament Street,  
New Delhi.

APPEARANCES :

None—for the workman.

Shri Sameer Parkash—for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/574/87-D.II (A), dated nil has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of State Bank of India in dismissing from service Shri K. K. Aggarwal, Teller, is justified ? If not, to what relief is the workman entitled ?”

2. The case was fixed for management evidence but an application under Section 11 of the I.D. Act was filed by the management reply to which was filed on 21-3-94. On 15-7-96 none appeared on behalf of the workman though Sameer Parkash appeared for the management. Workman was proceeded against ex parte. Neither workman nor management produced any evidence in this case and the workman did not appear in the case continuously for more than 7 dates. It appears that he was not interested in the adjudication of this case by this Tribunal. I therefore, pass a ‘No Dispute’ award in this case leaving the parties to bear their own costs.

8th August, 1997

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 14 अगस्त, 1997

कांअं० 2262:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ इंडियन बैंक लिमि०, थ्रिस्सूर-1 के प्रबन्धन

के संबद्ध निधोजकों और उनके कर्मचारों के बीच, अगुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार लेबर कोर्ट अरनाकुलम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-97 को प्राप्त हुआ था।

[संख्या एन-12012/86/95-आई०आर० (बो०-1)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 14th August, 1997

S.O. 2262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Labour Court, Ernakulam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of South Indian Bank Ltd., Thrissur-I and their workman, which was received by the Central Government on the 12th August, 1997.

[No. L-12012/86/95-IR(B.I.)]

F. J. MICHAEL, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM  
(Labour Court, Ernakulam)

(Wednesday, the 28th day of May, 1997)

PRESENT :

Shri Varghese T. Abraham, B.A., LL.M.,  
Presiding Officer.

Industrial Dispute No. 33 of 1995 (C)

BETWEEN

The Chairman, South Indian Bank Ltd.,  
Head Office, Thrissur-I.

AND

Shri V. G. Krishnakumar, Vadakkott House,  
XI/470, Podorkara, Ayyanthole, P.O.  
Thrissur-680003.

REPRESENTATIONS :

M/s. B. S. Krishnan Associates,  
Advocates, Warriam Road,  
Kochi-16 .. For Management.  
Sri. M. Ramachandran,  
Advocate, Kochi-17 .. For Workman.

AWARD

The Government of India as per order No. 12012/86/95-IRBI dated 31-10-95 referred the following industrial dispute for adjudication :

“Whether the action of the management of South India Bank Ltd., in dismissing the services of Shri V. G. Krishna-

kumar clerk of Chemmancherry branch w.e.f. 4-12-93 is justified ? If not to what relief the concerned workman entitled to ?”

## 2. The case of the workman is as follows :

The workman joined the service of the bank as a clerk on 19-9-83. While he was working at Calicut District Chemmancherry branch, the then Manager had nursed comity towards him. The Manager was supported by other fellow workers. On 30-9-92, he was placed under suspension, without assigning any reason. He was made known that he had committed certain acts of misconducts. Particulars of the misconduct were not shown. After six months, i.e. on 9-3-93 he was charge sheeted on the following grounds :

“1. that on 31-8-92 at about 11.30 a.m. he refused in the first instance, to accept the cheques tendered by Mr. M. Ashokan, an employee of M/s. P. P. Abdulla and Bros., for discounting and crediting the proceeds to their CD account.

2. that after accepting the cheques he abused Mr. M. Ashokan using the words

use the words “ ” and “ ” without any smack of disrespect. This was misunderstood by the

3. that when Mr. Ashokan refused to sit as directed by him, he threatened Mr. Ashokan with tearing off the entire cheques.

4. that when he was advised by the Branch Manager to enter the cheques in the DC Register, he posed a threatening posture to the Branch Manager and shouted at her using the words “ ”.

5. that after entering the cheque in the DC register he continued in hot temper and shouted at other members of staff in abusive language.

6. that he used to about at the customers and the Branch Manager and create noisy scenes at the branch.”

3. The 6th charge is vague. The charges 1 to 5 related to a single incident alleged to have happened on 31st August, 1992. An enquiry was held. The enquiry was not fair and proper. He was denied a reasonable opportunity. The customer Sri Asokan did not lodge any complaint nor was he examined in the domestic enquiry. The enquiry officer did not appreciate the contention that the 6th charge was vague. The management had inflicted the extreme penalty of dismissal. The punishment is harsh and excessive. The most crucial charges are not proved. According to him the natives of Thrissur,

fellow employees. He is the sole bread winner of his family. He prays for reinstatement with back wages.

4. The defence : The reference is not maintainable in law and on facts. The enquiry officer conducted the enquiry in full compliance with the principles of natural justice. The workman participated in the enquiry from the start to finish. He was permitted to be represented by the Asstt. Manager of the bank, who cross examined all management witnesses. The enquiry officer filed the report finding the workman guilty of the charges 2, 3, 4 and 6 which amount to riotous and indecent behaviour on the premises of the bank and also wilful insubordination. The acts of misconduct are grave and serious. He was supplied with copy of the report. He was given personal hearing before inflicting the punishment. No leniency was shown. So the disciplinary authority dismissed the workman. The workman preferred an appeal to the Chairman of the bank and it was dismissed. The second appeal was also filed without success. Contrary averments are denied. The workman used to pick up quarrels with fellow workers and customers and sometimes he becomes violent and creates atmosphere of terror in the minds of staff members and customers. Despite several warnings issued to him, he did not improve. A preliminary enquiry was held against the complaints received at the head office about the misbehaviour of the workman. As there was prima facie case was found against the workman, the management decided to conduct a detailed enquiry. Then the workman was kept under suspension. The workman submitted a representation to the management on 19th October, 1992 admitting that he has committed certain mistakes by faults. He apologised for the above mistakes and requested the management to cancel his suspension. He promised the management that he will not commit such mistakes in future. The management was not satisfied with his explanation. Therefore a charge sheet was issued to him. His explanation was found unsatisfactory. Hence the domestic enquiry was held. The enquiry was conducted in accordance with the principles of natural justice. He was given reasonable opportunity to defend the charge. The management has taken earnest efforts to examine Sri Asokan in the domestic enquiry. But he was not available. The proved misconduct is grave and amounts to riotous and indecent behaviour. He indulged in similar misconducts earlier. Despite several warnings he did not improve. The management is a bank having transacting business with customers and all the employees are required to keep good relationship with the customers. The conduct of the workman has affected the reputation and image of the bank. He was totally indisciplined. Therefore, the punishment of dismissal from service is proportionate to the gravity of misconduct. No interference is called for. The expressions “ ” and “ ” are vulgar language. The workman

had indulged in riotous, disorderly, disrespectful and indecent behaviour in the premises of the bank and also wilful insubordination. The punishment is legal, valid and proper.

5. Ext. M1 domestic enquiry file is marked on consent.

6. Heard both sides.

7. The points which emerge for consideration are :

- (i) Whether the domestic enquiry is legal, valid and proper?
- (ii) Whether the punishment of dismissal deserved to be interfered with and if so, to what extent, the workman is entitled to get any relief?

8. Points 1 and 2 : When the case came up for argument the learned counsel for the workman has not impeached the propriety and validity of the enquiry. He has aired arguments against the findings recorded by the enquiry officer. The argument of the learned counsel for the workman is that misconduct was committed on 31st August, 1992, the suspension order was on 30th September, 1992 and that acts of misconduct are not mentioned in the suspension order was on 30th September, 1992 and acts of misconduct need not be intemised in the suspension order. It is also alleged that the charge sheet is given after 5 months namely on 9th March, 1993. The delay in issuing a charge sheet has not caused any kind of prejudice to the workman. Therefore that argument will also fall to the grounds. According to the enquiry officer, charges 1 and 5 are not proved. Charge No. 1 relates to the incident that happened at 11.30 a.m. on 31st August, 1992 in which it alleged that he refused in the first instance to accept the cheques tendered by Mr. Asokan, an employee of M/s. P. P. Abdulla & Brothers, for discounting and crediting proceeds to their CD account. The charge No. 5 is that after entering the cheques in the DC register he continued in hot temper and shouted at other members of staff in abusive language. Charge No. 6 is that he used to shout at the customers and the branch Manager and create noisy scenes at the branch. To what all customers and on what all dates and in what all words the misconduct in charge No. 6 have been committed are not mentioned in the charge No. 6. In other words charge No. 6 is an omnibus charge. Such a charge cannot be defended properly by the workman. It is the duty of the management to give the necessary details in the charge sheet so as to enable the workman to submit his explanation, to defend the charge and prove his innocence and omnibus charge in general terms cannot be answered properly by the workman. So the finding of the enquiry officer that the charge No. 6 is proved cannot be sustained legally. Then remains charges 2 to 4. These

charges are extracted above. Non examination of Asokan to whom the misconduct committed is projected by the learned counsel for the workman. It is not necessary for a bank having several customers to examine customer against whom unbecoming conduct has been shown by the delinquent workman. It can also be seen from the list of witnesses submitted by the bank that Asokan figured as witness No. 9. According to the bank the management made earnest efforts to bring the witness and that he was not available. The explanation given by the bank for non-examination of Asokan is seemingly worthy of acceptance. So that contention has to be repelled. The charges 2 to 4 extracted above are proved by the testimony of MWs. 1 to 6. MW1 is the branch Manager. MW2 is the Accountant. MW3 is Daftary, MW4 is a Peon. MW5 is a Typist-cum-clerk. MW6 is another lady clerk. All of them have given evidence in support of this charge. The staff members filed a complaint which is marked as Ext. M1 in the enquiry file. This is by the co-employees including the branch Manager. It is addressed to the Chairman of the management-bank. The unbecoming conduct committed by the delinquent on various occasions and of his untruly behaviour in the office towards customers and fellow employees are highlighted in that complaint. Thereupon a preliminary enquiry was held and that preliminary enquiry report is marked as Ext. M2 in enquiry file. In Ext. M2 it is concluded as follows :

"The lenient view taken by M.O. on various previous occasions and the casual warnings administered by staff Dept. has definitely emboldened him to continue in his own style without any improvement. He has already worked in three different branches under five different managers. All of them have made complaints about his behaviour and working."

The evidence of the management witnesses has clearly proved the above charges. I see no reason to take different view from that of the enquiry officer. The delinquent participated in the enquiry from the beginning to the end. He was assisted by a representative of his own choice. He has no grievance against the fairness and propriety of the enquiry. With regard to the findings, I see no reason to take a different view. The real persons who work alongwith him swear about what has happened in the bank on the date of incident. They have no axe to grind against the delinquent. The workman was given a show cause notice before punishment. He was given copy of the enquiry report. Viewed from any angle the enquiry is legal, valid and proper. Findings of the enquiry officer on charges 2 to 4 as sustained.

9. The next comes the question of punishment. A reading of the enquiry file as a whole, the complaint made by the fellow staff members and the

preliminary enquiry report etc. will show that a person like the delinquent cannot be retained in service. The bank has deal with several customers who have to repose confidence in the staff members. If an employee of the bank behaves in a disorderly and shouting manner towards a customer that will affect not only the functioning of the bank but also the future growth of the bank and its business. It is also to be noticed that the service record of the erring workman is plagued with warnings given occasionally. From this it follows that the workman has no unblemished service. The workman has been working in the bank for sufficient period. The bank had already shown managerial sympathy. But there is no judicial sympathy in his favour. Instead of throwing him out to the street without a penny, it will suffice if he is suspended for a period of one year from the date of order of dismissal and deprived him full back wages during the period he was out of service. The punishment of dismissal in a case like the present one is unjustifiable from the workman's stand point of view. It is to be noted that section 11-A of the I.D. Act is intended to cloth the Labour Court or Tribunal dealing with a case of dismissal, discharge or termination of service to show leniency when circumstances so requires. That part of the law relating to disciplinary action against industrial employees is expected strike a balance between the two competing views, namely one to protect the nation from the calamity of indiscipline labour and second to protect the workers from unjust treatment. To err is human; but forgive is divine. Perhaps one more chance will improve his conduct in future. Therefore, I hold that the domestic enquiry is valid, legal and proper to the extend of charges 2 to 4 are concerned and that the punishment of dismissal is unjustifiable. Therefore the order of dismissal is set aside and it is converted into one years suspension and deprivation of full back wages. Points so found.

In the result, the reference is answered holding that the extreme penalty of dismissal of the workman is wholly unjustifiable. Instead of dismissal the workman is suspended for a period of one year from the date of order of dismissal and he is deprived of the entire and full back wages for the period during which he was out of service. The management is directed to take him in service with effect from 1-7-97. The management will be at liberty to transfer the workman from the present station to any other place where it has branches. Ernakulam.

28-5-1997.

VARGHESE T. ABRAHAM, Presiding Officer

#### APPENDIX

Exhibit marked on the side of Management :

Ext. M1—Domestic enquiry file containing proceedings, report and other connected papers.

2163 GI. 97—10

नई दिल्ली, 22 अगस्त, 1997

कां०अ० 2263 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंटग्रेल कोच फैक्ट्री, मद्रास, 1 के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, तमिलनाडु, मद्रास 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-8-97 को प्राप्त हुआ था।

[संख्या एल-41012/94/91-आई०आर० (डी०यू०)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 22nd August, 1997

S.O. 2263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Tamil Nadu, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Integral Coach Factory, Madras and their workman, which was received by the Central Government on 20-8-1997.

[No. L-41012/94/91-IR(DU)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,  
TAMIL NADU, MADRAS

Friday, the 9th day of May, 1997

PRESENT :

Thiru S. Thangaraj, B.Sc., L.L.B.,  
Industrial Tribunal.

Industrial Dispute No. 3 of 1993

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Integral Coach Factory, Madras).

#### BETWEEN

Shri S. Manoharan,  
56/1, Sixth Street,  
Railway Quarters,  
Ayanavaram,  
Madras-600023.

AND

The General Manager,  
Integral Coach Factory,  
Madras.

## REFERENCE :

Order No. L-41012/94/91-IR(DU), Ministry of Labour, dt. 28-12-92, Government of India, New Delhi.

This dispute coming on for final hearing on Tuesday the 22nd day of April 1997, upon perusing the claim, counter statements and all other material papers on record, upon hearing the arguments of Thiru S. Periyaswamy, Advocate appearing for the petitioner and of Tvl. S. Venkataraman, and S. Haribabu, Advocates appearing for the management, and this dispute having stood over till this day consideration, this Tribunal made the following :

## AWARD

Government of India, vide their Order No. L-41012/94/91-IR(DU), Ministry of Labour, dated 28-12-92, have referred this dispute to this Tribunal for adjudication of the following issue :

“Whether the management of Integral Coach Factory, Madras is justified in removing Shri S. Manoharan, Painter from service with effect from 12-3-1977? If not, to what relief the workman is entitled to?”

2. The main averments found in the claim statement filed by the petitioner are as follows :

The petitioner Shri S. Manohar was originally appointed as Khalasi w.e.f. 19-2-65 and he was promoted as a painter south land w.e.f. 27-1-91. He was further promoted as skilled painter from 19-3-73. The petitioner took 10 days leave and went to his native place Chittoor, where he took ill. The petitioner was affected by Jaundice and fever and he could not join duty in time. He sent a leave letter enclosing a medical certificate dated 25-2-76 asking the respondent to treat the petitioner's overstay as leave. The respondent framed charges against the petitioner saying that he was unauthorisedly absent from duty continuously from 27-10-75 onwards without prior sanction of leave, or on proper medical certificate. Charge memo was not served on the petitioner and was returned as undelivered. The management ordered enquiry and the enquiry notice was also not served on the petitioner. The enquiry officer conducted the enquiry by setting the petitioner ex parte. The finding of the Enquiry Officer is perverse. On the basis of the said finding the management issued a second show cause notice dated 16-12-76 to the petitioner which was received by his Father-in-law on his behalf. The petitioner sent a reply to the second show cause notice. The management terminated the service of the petitioner by an order dated 9-3-77, and the order was not received by the petitioner. On 29-7-77 the petitioner gave a representation and the management rejected the

same on 14-9-77. On 20-9-77 he sent an appeal to the management and the same was rejected on 5-11-77. Again he sent another appeal on 14-11-77 and that was also rejected on 3-1-78. The petitioner submitted a representation to the Hon'ble Railway Minister and no reply was received by him. The termination of the services of the petitioner was illegal. The charge sheet was not served on the petitioner. The medical leave application along with the medical certificate dated 25-2-76 sent by the petitioner was not considered by the respondent. As the enquiry was ex parte and conducted in violation of the principles of natural justice and the same was vitiated. The charges against the petitioner were not established and the finding of the Enquiry Officer was perverse. No witness was examined in the enquiry and no document was marked in support of the charge. There was no proof for the enquiry officer to come to the conclusion charge was established against the petitioner. The officer should issue the charge has conducted the enquiry also. The Prosecutor cannot be a judge. The Enquiry Officer has given his finding in violation of principles of natural justice. Before passing the orders of termination the past records were not at all considered. The petitioner has unblemished record of service. Though the petitioner did not join duty on the expiry of leave, the said default is not such a grave misconduct which will entitle for termination of service. The order passed is disproportionate to the charge levelled against the petitioner. Since the date of his termination, he has been sending petitions to various officials of the Railway Ministry and thereafter the reference was passed in the year 1992. The petitioner was not responsible for the delay. The petitioner is only 48 years old and he has got service till the year 2002. Award may be passed for reinstatement, continuity of service, back wages and all other attendant benefits.

3. The main averments found in the counter filed by the respondent are as follows :

The petitioner Manohar was appointed as Khalasi w.e.f. 19-2-65 and he was promoted as Skilled painter on 19-3-73. While functioning as Skilled painter he remained absent from duty unauthorisedly from 27-3-76 onwards. On 5-8-96 a charge memo was issued to him for his unauthorised absence, to his residential address by registered post acknowledgement due and the same was returned undelivered by postal authorities with endorsement “left without instruction”. The departmental authority decided to conduct a departmental enquiry against him and fix the date of enquiry on 19-10-76 and the said notice was sent by registered post. The said letter was returned undelivered with the same endorsement. The petitioner failed to attend the enquiry and he was set ex parte. On the findings given by the Enquiry Officer, a second show cause notice was issued to him. There was no reply for the said notice, and finally his

services were terminated. The enquiry was conducted by the APE|PL|S, who had issued a charge memo and the enquiry report was considered by the next higher authority (the appointing authority) who was competent to impose penalties. The second show cause notice was sent to two addresses No. 56, Cauvery Estate, Trivellore, and Kaliyoor village, Gudiyatham taluk. The copy sent to Kalliyoor village was returned undelivered and the other one sent to Thiruvellore was acknowledged by his father-in-law Shri Kothandaraman who sent an intimation on 27-12-76 saying that the petitioner was taking treatment at Kottala near Chandragiri and the show cause notice has been sent there. Since there was no reply, the appointing authority imposed a final order of termination of service. On 29-7-77 the petitioner came up with an appeal. In his appeal petition he has stated that from 10-11-75 to 27-7-77 he had taken treatment for mental depression from Dr. A. S. Johnson, at Mandavelipakkam, Madras-28. It was the usual modus operandi of chronic absentees to come at a belated stage with the covered up story of mental depression and private treatment. As his plea of treatment with Madras based doctor was inconsistent with the earlier statement of his father-in-law that he was taking treatment at Kottala near Chandragiri, the said plea lacked credibility and the Appellate authority did not accept the same. The petitioner thereafter submitted a review petition to the Chief Mechanical Engineer who considered the reasons and dismissed the review petition. The order was communicated to the petitioner on 5-11-77. On 14-11-77 the petitioner had submitted another review petition to the General Manager and the same was also dismissed. The representation dated 22-6-78 was given by Smt. Chandra, W/o Sh. Manohar, the petitioner herein addressed to the Hon'ble Minister for railways was forwarded to the office suitably replied on 15-11-78. The petitioner was removed from service strictly in accordance with the provisions of Constitution of India, and Rule 9 of Railway Servants Discipline and Appeal Rules, 1963 for his unauthorised absence from 27-10-75 onwards. The petitioner has come forward before this Tribunal 14 years after the order of termination after exhausting all appeal, revision and review petitions. The petition is liable to be dismissed on laches alone.

4. The Point for our consideration is : "Whether the management of Integral Coach Factory, Madras is justified in removing Sri S. Manohar, Painter from service with effect from 12-3-77? If not, to what relief the workman is entitled to?"

5. The Point : The petitioner Shri Manohar joined the management of Integral Coach Factory, Madras as a Khalasi w.e.f. 19-2-65. He was promoted as painter w.e.f. 27-1-71. He was further promoted as Skilled painter from 19-3-73. While

working as Skilled painter since 26-10-75 onwards he unauthorisedly remains absent. For the said unauthorised absence, the respondent frame charges Ex. M2 and sent to the address of the petitioner, at Thiruvellore. The same was returned with endorsement "left without any instructions". The management though fit to take disciplinary action against the petitioner and sent a notice Ex. M. 3 to the very same address and with same was returned with very same endorsement. However the enquiry officer on 19-10-76 set the petitioner exparte and conducted enquiry on the charge levelled against him for his unauthorised absence. The enquiry officer in his finding Ex. M. 4 came to the conclusion that the charge levelled against the petitioner has been proved. At this stage, it was the contention of the petitioner that the charge Ex. M. 2 was framed against him by one Shri Raghavan APE|PL|Shell and the same Officer by conducting the enquiry also has acted as a Prosecutor and Judge. The competent authority who can take disciplinary action against any employee can frame charge and conduct the the enquiry provided he was competent enough to frame the charge and hold the enquiry. It was not the case of the petitioner that Shri Raghavan was not competent authority to frame the charge or to hold the enquiry and on the contrary the main objection was that acted as Prosecutor as well as Judge. When the Officer is competent enough to frame the charge and hold enquiry, the same cannot be said to be wrong provided it was not done on malafides on unfair labour practice. It was alleged on the side of the petitioner that Shri Raghavan had bias against the petitioner. However, no reason was assigned to show that Shri Raghavan had bias against the petitioner. The petitioner has not substituted the same and it is clear that the plea of bias has been raised with a view to put up a defence. There is no reason to say that either the officer was biased or the intention of the management in framing charge against the petitioner and holding the enquiry by the officer was on malafides or unfair labour practice. When we see the nature of charge the petitioner has admitted his absence during that period. It was also not the contention of the petitioner that he was present during the said period and the said officer with a view to victimise him has framed false charges against him. When we see the nature of charge and also the admission of the petitioner to the said charge at no stretch of imagination it can be said that when the copy of the charge sent to him was not served and so also the enquiry notice, and inspite of it, the Enquiry Officer has conducted the enquiry by setting him exparte. The petitioner was continuously absent since 27-10-75 and the enquiry was held on 19-10-76, nearly one year after the commencement of his prolonged illness. During that one year, there was no communication from the petitioner to the respondent. Even the charge and notice sent to the petitioner were returned saying "left without"

any instruction. As he was absent from duty for a period of nearly one year and there was no communication from him during the said period, the Enquiry Officer thought fit to set him *ex parte* and go on with the enquiry. It is only on the circumstances of long absence, of the petitioner and also the charge and the notice sent to him by RPAD were returned, the officer has come to the conclusion of setting him *ex parte*. In the claim petition, the petitioner has stated that he had applied for medical leave alongwith a medical certificate dated 25-2-76 whereas the petitioner has neither marked the medical certificate dated 25-2-76 nor examined the doctor or himself as a witness to prove the said fact. Therefore, the contention of the petitioner that he entered into medical leave and thereafter could not join duty on the due date due to illness is nothing but an explanation to condone his prolonged absence. As the charge was very plain and the petitioner himself had admitted the charge and also the long absence on the part of the petitioner without sending any communication to the authorities, concerned, made the enquiry officer to set him *ex parte*. In the circumstances, it cannot be said that the enquiry was vitiated for not taking such further steps. Therefore, the contention of the petitioner that the Enquiry Officer has not followed the principles of natural justice and the enquiry was vitiated cannot be accepted.

6. It was contended on the side of the petitioner that the enquiry finding was perverse as no witness was examined on the side of the respondent and no document was marked in order to prove the charge. Generally one would expect that the witness be examined and some document be marked to prove to the charge levelled against any delinquent. However, the charge levelled in the instant case against the petitioner was not of that nature which would impugn the character of the petitioner. The charge was very plain for his unauthorised absence from 27-10-75 onwards. As already stated the petitioner himself has admitted the said charge. Both the communications sent to the petitioner were returned unserved. The petitioner for a period of nearly one year did not send any communication to the respondent. In such circumstances, we cannot expect more from an enquiry officer, to examine witness and mark documents regarding the absence of the petitioner. There are some general rules. But every case stands or falls on its own merits. In the instant case, the charge is very clear and the petitioner himself has admitted the same. The efforts taken by the management to serve the communication failed as they were returned unserved. In such circumstances, it is quite natural to decide that there was no necessity to examine any witness to mark any document. In such circumstances, strictly speaking the findings of the Enquiry Officer cannot be termed as perverse.

7. It was argued on the side of the petitioner that the management had an opportunity to let in evidence in order to substantiate the charge framed against the workman and the management has failed to utilise the said opportunity and has not taken any steps to examine witnesses before this Tribunal. To substantiate the charge framed against the workman that the workman has not challenged the validity of the charge and the disciplinary enquiry through a preliminary enquiry. If it was held this Tribunal after hearing both sides it held that the enquiry was vitiated for valid reasons and thereupon the management would get a chance to let in further evidence in order to substantiate the charges framed against the workman. However, the petitioner/workman has not challenged the validity of the enquiry through the preliminary enquiry. The petitioner has made an endorsement on the claim statement that he is going to argue his case on the basis of the documents, marked on both sides. Therefore, having agreed not to argue the preliminary point regarding the validity of the enquiry, the petitioner cannot go back and say that the management has not let in any evidence before this Tribunal in order to substantiate the charges framed against him. The petitioner has relied upon a recent ruling of our Supreme Court in *The United Planters Association of South India Vs. K. G. Sangameswaran* (1997 1 Current Tamil Nadu Cases) 418 wherein it was held that the appellate authority can record evidence if necessary as may be produced by parties in addition to evidence recorded in the domestic enquiry. The said proposition of law cannot be denied and because of the endorsement made by the petitioner on the claim statement that he was going to argue the case on merits there was no opportunity for the Tribunal to decide the preliminary question regarding the validity of the enquiry and also to give an opportunity to the management to let in evidence if necessary. After making such an endorsement the petitioner cannot go back and say that the management has not let in any evidence before this Tribunal. The above decision of the Supreme Court cannot be applied to the instant case because of the endorsement made by the petitioner.

8. The petitioner has contended that even after the expiry of the leave applied for by him he has overstayed by not joining duty in time and for such over stay the punishment of removal from service is very much disproportionate to the charge framed against him. The theory of taking medical leave and even after the expiry of the leave, the failure on the part of the petitioner in not joining duty due to illness are reasons invented for the purpose of this case by the petitioner himself. As already stated he has neither examined any witness including himself nor shown any medical certificate or the orders of the respondent that he was granted medical leave for certain for number of days and thereafter he had not joined duty on the expiry of

such leave. As the very foundation on which the said argument is advanced is not on facts available on record, the contention of the petitioner cannot be accepted and the fact remains that the petitioner unauthorisedly absented from duty for a period as shown in the charge which extended nearly one year. The petitioner has not denied the same. Therefore the question of failure on the part of the petitioner to join duty on the expiry of leave has no basis. On the contrary considering the other factors like Ex. M. 7 which shows that his father in law Sri Kothandaraman had received the notice dated 16-12-76 Ex. M. 6 and had sent Ex. M. 7 saying that the petitioner was taking treatment at Kottala near Chandragiri. The petitioner has stated that he was taking treatment in the nursing home at Madras, between 17-10-75 to 28-7-77. If really he was taking treatment with Dr. A. S. Johnson his father-in-law would not have sent Ex. M. 7 saying that he was taking treatment at Kottala near Chandragiri. Though Ex. M. 9 certificate shows that he was mentally depressed and had suicidal ideas at that time his father-in-law did not say so. If really he was mentally depressed, his father-in-law would not have informed the respondent that he had sent notice by post to his son-in-law. No one would expect that the father-in-law having known about the mental condition of his son-in-law would have sent the notice by post to him. If really he was mentally unsound his father-in-law would have informed the fact to the management under Ex. M. 7. Therefore, the medical certificate and the explanation that he was mentally unsound during the period from 27-10-75 to 28-7-77 are nothing but self serving explanation on the part of the petitioner. If really the petitioner had mental depression, he would have examined the doctor who treated him. Merely by producing a certificate alleged to have been issued by a doctor, the certificate does not gain any authenticity. The medical certificate was not proved by examining the concerned witness or witnesses. So, the attempt on the part of the petitioner that he was mentally depressed during that period and was taking treatment with Dr. A. S. Johnson cannot be accepted. While considering the available facts on record the explanation offered by the petitioner are all of such nature that they cannot be taken as true explanations, for his unauthorised long absence. The Indian Railways Administration, having largest number of workmen working in it's control cannot treat the unauthorised absence of workman leniently. Such unauthorised long absence will make the entire administration to suffer. While considering the unauthorised long absence of the petitioner and also the various explanation offered by him which are all totally unacceptable, the punishment imposed on the workman cannot be said to be disproportionate to the charge framed against him.

9. It was argued on the side of the workman that though there was some delay in making the

reference the workman was not responsible for the same. The order of removal from service w.e.f. 12-3-77 was passed on Ex. M. 8 dated 9-3-77. The petitioner has sent an appeal Ex. M. 11 to the Chief Mechanical Engineer and the same was rejected under Ex. M. 12. Once again he had sent another appeal to the General Manager I.C.F. Madras under Ex. M. 13 dated 14-11-77. The same was also rejected by the concerned authority. He has sent another representation to the authorities concerned. The concerned authorities considered the plea of mental upset raised by the petitioner and had come to the conclusion that the medical certificate issued by the private doctor cannot be accepted as his father-in-law has written to the management that he was taking treatment at Kottala near Chandragiri and the doctor who issued the medical certificate was at Madras. After considering the various plea raised by the petitioner, the concerned authority passed an order Ex. M. 14 on 3-1-78. The petitioner has not come forward with the industrial dispute immediately after the passing of order of dismissal against him. He has submitted number of appeals and review petitions to the authorities and even after rejection of every one of his appeals and petitions he has not come forward to raise an industrial dispute immediately thereafter. He has raised the industrial dispute before the Assistant Labour Commissioner, Central Madras on 23-1-91, after rejection of his petition and review petition in the year 1978. He had kept quiet till 1988. He had sent one more petition to the Hon'ble Minister for Railways on 22-6-88 under Ex. W-7. Between 1978 and 1988 he has not taken any steps to raise an industrial dispute for over a period of 10 years. After a period of 10 years he has sent petition to the Railway Minister and thereupon raised this industrial dispute on 23-1-91. There was a long delay on the part of the petitioner in raising the industrial dispute. In 1996 II LLJ 820 (Central Bank of India Vs. Satyam) the apex Court held that the laches leading to the long delay after which the petition was filed is sufficient to disentitle the workman of the grant of relief. Long lapses of long period of several years is sufficient to decline the relief to the workmen. From the above decision also the long delay in raising this dispute is material. Considering the foregoing reasons it has to be held that the workman is not entitled to any relief prayed for by him.

In the result, award passed dismissing the I.D. No costs.

Dated, this the 9th day of May 1997.

S. THANGARAJ, Industrial Tribunal  
WITNESS EXAMINED

For both sides : None.

DOCUMENTS MARKED

For Workmen :

Ex. W-1/5-8-76 : Memo from the respondent to the petitioner (xerox copy).

W-2|9-3-77 : Order of termination issued to petitioner (xerox copy).

W-3|30-3-77 : Office order issued to Petitioner (xerox copy).

W-4|29-7-77 : Letter from petitioner for re-instatement in service (xerox copy).

W-5|20-9-77 : Appeal petition (xerox copy).

W-6|22-6-78 : Appeal by petitioner's wife to Railway Minister (xerox copy).

W-7|22-6-78 : Appeal from petitioner to Railway Minister (xerox copy).

W-8|27-3-89 : Respondent's reply to Railway Board (xerox copy).

W-9|7-9-89 : Respondent's reply to Railway Board (xerox copy).

W-10|23-1-91 : Copy of 2A petition raised by petitioner (xerox copy).

W-11|21-3-91 : Enquiry notice (xerox copy).

W-12|29-7-91 : Enquiry notice (xerox copy).

W-13| : Rejoinder filed by the petitioner to the counter (xerox copy).

**For Management :**

Ex. M-1|5-8-76 : Charge memo issued to petitioner (xerox copy).

M-2| : Returned cover containing charge memo (xerox copy).

M-3|7-10-76 : Enquiry notice returned undelivered (xerox copy).

M-4|14-10-76 : Finding of the Exparte enquiry (xerox copy).

M-5|16-12-76 : Show cause notice issued to petitioner (xerox copy).

M-6| : Show cause notice sent to Thiruvallur returned undelivered (xerox copy).

M-7|27-12-76 : Letter from petitioner's father-in-law to the respondent (xerox copy).

M-8|9-3-77 : Order of removal issued to petitioner (xerox copy).

M-9|29-7-77 : Appeal of petitioner with Private medical certificate (xerox copy).

M-10|14-9-77 : Order of Appellate authority (xerox copy).

M-11|20-9-77 : Review petition filed by petitioner (xerox copy).

M-12|5-11-77 : Order of review authority (xerox copy).

M-13|14-11-77 : Mercy petition filed by petitioner (xerox copy).

M-14|3-1-78 : Order of General Manager of the respondent (xerox copy).

नई दिल्ली, 19 अगस्त, 1997

का.आ. 2264.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया, वाराणसी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-97 को प्राप्त हुआ था।

[संख्या एल-12012/232/90-आई आर बी-III]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 19th August, 1997

S.O.2264.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India, Varanasi and their workman, which was received by the Central Government on the 14-8-97.

[No. L-12012/232/90-IR B-III]

P.J. MICHAEL, Desk Officer

**ANNEXURE**

Before Shri B.K. Srivastava Presiding Officer  
Central Government Industrial Tribunal Cum Labour  
Court Deoki Palace Road, Pandu Nagar, Kanpur.

Industrial Dispute No. 82 of 1991

In the matter of dispute between:

Gorelal  
S/o Late Sri Ram Saran  
Village Naini  
P.O. Naini  
Distt. Allahabad

AND

Dy. General Manager  
State Bank of India  
Regional Office  
Varanasi

**AWARD**

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/232/90-IR. B.III dated 17-6-91 has referred the following dispute for adjudication to this Tribunal :

Whether Sri Gorelal is a workman of State Bank of India, Naini Branch, Allahabad? If so, whether the action of State Bank of India in terminating the services of Shri Gorelal w.e.f. 22-6-88 is justified? If not, to what relief Shri Gorelal is entitled to?

2. The case of concerned workman Gorelal is that originally he was engaged as canteen boy in the canteen at Naini Branch at Allahabad of the opposite party State Bank of India on 1-5-82. After working for about 7 months, he was engaged as a messenger cum water boy. He continuously worked in that capacity upto 26-6-88 when his services were brought to an end. It is further alleged that during this period the concerned workman was required to work as regular employee. He used to carry dak from one bank to another bank which is done by a Sub staff. There has been breach of Section 25F I.D. Act.

3. The opposite party has filed reply in which it has been alleged that the concerned workman was engaged as canteen boy which was run by local implementation committee. It is denied that the concerned workman was subsequently engaged as Messenger-cum-Water Boy. There is no relationship of master and servant between the two. It is denied that work of Messenger-cum-Water Boy was taken from him. As regards the act of carrying dak of the bank by the concerned workman, it has been explained that there had been practice in the branch to send letters and dak through casual persons for which payment was made as contingency charges from petty cash. He was never given salary.

4. In the rejoinder it was reiterated that the concerned workman was engaged as Messenger-cum-Water Boy.

5. In support of his case the concerned workman had filed Ext. W-1 to Ext. W-29, extracts of acknowledgements to show that the concerned workman had delivered dak and cheques, at other branch. Besides the concerned workman has examined himself as WW(1). In rebuttal there are exhibit M-1 to M-7 which are in a nature of award given in other cases and settlement dated 31-10-77. Further the management has examined an officer of the bank Prem Prakash MW(1). Further parties had made joint Inspection of which report is dated 27-11-95 is on record. The Inspection shows that from 1986 upto 28-4-88 the concerned workman was paid petty amounts towards cost of glass, soap, Carbon and refill etc.

6. The first point which calls for determination is as to whether the workman was engaged as Messenger-cum-Water Boy. In this regard there is definite evidence of the concerned workman that he was subsequently engaged as messenger-cum-water boy w.e.f. 1-12-82 and he continuously worked upto

22-6-88. In this cross examination he has stated that no wages was given instead payment was made through vouchers. On the other hand Prem Prakash MW(1) has collaborated the contents of written statement. In his cross examination he has stated that he is posted at Naini since July 1995. He has no idea about the fact between 1982 to 1986. Thus it will be seen the evidence of concerned workman is based on his personnel knowledge. The evidence of witness of Bank is not based on his personal knowledge. He has not even seen the record. Hence his evidence can not be said to be proper evidence in rebuttal. The bank ought to have examined any one who was posted between 1982 to 1988 during which the concerned workman have to claims to have work. His evidence would have proper rebuttal. Thus I find the evidence of concerned workman of better quality than that of the Bank. Further the papers filed by the concerned workman go to show that he had deliver Dak and Cheque on behalf of Bank at other places which is certainly an act of messenger. I am not inclined to accept the explanation of the bank that there was practice at the branch to take this work from a casual person, as in normal course valuable instrument are not sent through strangers. Only a responsible person should do it. It was pointed by the Au.Rep. of the Bank that the concerned workman was admittedly not paid wages which is a sine-qua-non of relationship of master and servant. In this regard the explanation of workman appears to be plausible. He has submitted that remuneration was paid through various contingency funds by showing fake items. It was also an act of unfair labour practice. I am inclined to accept the explanation of workman for the strong reason that work of Dak and Cheque deliver was being taken through him.

7. In view of above discussion I believe the version of workman and hold that he worked as Messenger-cum-Water Boy from Dec. 1982 upto the date of his removal from service thereby he had completed 240 days in a year. Admittedly no notice pay and retrenchment compensation was paid to the concerned workman at the time of removal from service. Hence his removal from service being in breach of provision of Section 25F I.D. Act is bad in law. Accordingly my award is that the action of the management in terminating the service is bad in law and he is entitled for reinstatement in service.

B.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 अगस्त, 1997

का.आ. 2265. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे, इलाहाबाद के प्रबंधक के

नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-97 को प्राप्त हुआ था।

[संख्या एन-41012/71/95-आई आर बी-III]

पी.जे. माईकल, डैस्क अधिकारी

New Delhi, the 19th August, 1997

S.O. 2265.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Uttar Railway Allahabad and their workman, which was received by the Central Government on the 14-8-97.

[No. L-41012/71/95-I.R.B.-3]

P. J. MICHAEL Desk Officer

#### ANNEXURE

Before Shri B.K. Srivastava Presiding Officer, Central Government Industrial Tribunal Cum Labour Court Deoki Palace Road Pandu Nagar, Kanpur.

Industrial Dispute No. 70 of 1996.

In the matter of Dispute between:

Ram Shanker

S/o Mahakishan

C/o Uttar Railway Karamchari Union

2, Naveen Market Parade

Kanpur

AND

Mandal Rail Prabhandak

Uttar Railway

Allahabad Mandal

Allahabad

#### AWARD

1. Central Government Ministry of Labour New Delhi vide its notification No. L-41012/71/95-I.R. (B-3) dated 22-7-96 has referred the following dispute for adjudication to this Tribunal:

Kya Mandal Rail Prabandhak Uttar Railway Allahabad Prabhand Tantra dwara Karmkar Sri Ram Shanker Ko Dinank 15-4-93 Se Sewa Se Nishkashit Karna Nayochit Hai? Yadi Nahi To Sambandhit Karmkar Kis Anuthosh Ka Hakdar Hai?

2. It is unnecessary to give the details of the case as after filing claim statement the concerned workman has not appear to adduce his evidence. Hence reference is answered against the concerned workman for want of prosecution and proof and he will be not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 अगस्त, 1997

का.आ. 2265—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सईन रेलवे, पालघाट के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पालघाट के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-97 को प्राप्त हुआ था।

[संख्या एन-41012/3/95-आई आर (बी-I)]

पी.जे. माईकल, डैस्क अधिकारी

New Delhi, the 19th August, 1997

S.O. 2266.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Palakkad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Southern Railway, Palghat and their workman, which was received by the Central Government on the 14-8-97.

[No. L-41012/3/95-IR(B.I.)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, PALAKKAD

(Tuesday the 29th July 1997/7th Sravana 1919)

Present:

Shri B. Ranjit Kumar

Industrial Tribunal

Industrial Dispute No. 22/96 (C)

Between

1. The Divisional Personnel Officer, Southern Railway, Palghat-678 002. 2. The Ministry of Railways, Railway Board, Rail Bhavan, New Delhi-1.  
(By Adv. T.R. Rajagopalan, Palghat)

The General Secretary, D.R.C.L.U., Edappally North, Cochin-24.

(By Sri C.P. Menon)

#### AWARD

The Government of India, Ministry of Labour as per order No. L-41012/3/95-IR(B.I.) : dated 17-4-96 referred the following issues for adjudication:

“Whether the action of the Management of D.P.O., Southern Railway, Palghat in terminating the service of Shri T. Kannan, Ty. Gangman under P.W.I. Palghat A.e.f. 21-8-93 is legal and just-

fied? If not, to what relief the workman concerned is entitled to?"

2. The case of the Union as canvassed in its claim statement dated 16-6-96 and rejoinder dated 13-11-96 is that the workman concerned had been working under the P.W. Inspector of Southern Railway, Palakkad from 27-12-81 and he was denied employment w.e.f. 21-3-83 without notice. It appears that the date of termination shown in the reference order as 21-8-93 is not correct. According to Union, the workman had attained temporary status as he had already completed 120 days continuous service and hence 14 days notice was mandatory to terminate his services as provided under para 2302 of the Railway Establishment Manual, Chapter XXXIII. He had approached the Labour Court for CPC scale of pay as applicable to a workman who had attained the temporary status and the Labour Court allowed his claim. It is also contended by the Union that the termination of service of the workman amounted to retrenchment and the same is in violation of the provisions of Chapter V-A and V-B of the Industrial Disputes Act. (For Short I.D. Act). The further case of the Union is that while effecting retrenchment of the workman the Management had retained 15 other junior in violation of Section 25H of the I.D. Act (Sic).

3. The Management would contend in its written statement dated 11.11.96 that the reference order is defective for not impleading Union of India, Ministry of Railway of the departmental Official. On the merit of the dispute it is submitted by the Management that the workman was engaged as a casual labourer on daily rate of wages by the Permanent Way Inspector for seasonal work which was not of a regular nature but one of casual on a day-to-day basis. According to Management unlike in the case of regular employees, there is no fixity of service for casual labourers and they are liable to be terminated either on completion of work or on the expiry of the sanction under which they had been engaged and hence there is no violation of the provisions of I.D. Act. It is also submitted by the Management that the granting of temporary status and payment of difference of wages in terms of para 2501 of the Indian Railway Establishment Manual will not ipsofact alter the status of a casual labour and the difference of wages paid to the workman as per order of Labour Court Kozhikode in CP (C) 66/85 will not give him the right of a regular railway servant. The further contention of the Management is that the workman was in casual employment from 6.7.82 to 21.7.83 (FN) and 6.8.1983. He had unauthorisidly absented from duty 21.7.83 (AN) to 4.8.83 and from 7.8.83 inwards. According to Management a worker who had deserted the work 13 years ago cannot take up the issue after this lapse

of long time. He had also not claimed notice pay or retrenchment compensation before Labour Court in CP (C) 66/85.

4. The first contention urged by the Management in its written objection is that the reference order is not maintainable as the Union of India, Ministry of Railways and the Departmental Officer of the workman concerned are not parties to this Industrial Dispute. However, this point was not canvassed by the learned counsel for the Management at the time of hearing arguments. The Government of India had referred similar disputes previously for adjudication by Industrial Tribunals. It is seen from Ext. W 5 award dated 1.10.82 of Industrial Tribunal, Alappuzha in I.D. No. 202/90 that the Union of India, Ministry of Railways was not a party to the above dispute. It is submitted by the representative of the Union that Ext. W 5 award had become final. A perusal of the above award also shows that the Management had not taken the contention as to the non-jointer of parties in the above matter. The present Industrial dispute has been referred by the Government of India, Ministry of Labour. As far as this Industrial dispute is concerned, as per the reference order No. L-41012/3/95-IR (B.I) dated 17.4.96, the Ministry of Railways Railway Board, Rail Bhawan New Delhi-1 is also a party. It may be true that the concerned departmental officer of the workman is not a party to this dispute. I do not think that he is a necessary party for the effective adjudication of this dispute. Therefore, I find that there is no infirmity in the above reference order for non-jointer of parties.

5. The second contention raised by the Management is that the claim of the Union is barred by limitation as the alleged denial of employment or the retrenchment was on 21.8.83 and the dispute has been referred for adjudication only in 1996. According to Management the claim is liable to be rejected for laches and delay on the part of the workman. In support of the above contention the learned counsel for the Management would rely on the two decisions of the Supreme Court in Bhoop Singh v/s Union of India and Ors AIR 1992 SC 1414 and Ratan Chandra Sammant & Ors V. Union of India and Ors AIR 1993 SC 2276.

6. Refuting the contention of delay the Union would contend in its rejoinder dt. 13.11.96 that the dispute was pending right from 1983 onwards and the workman had also approached the labour Court Kozhikode claiming CPC wages as applicable to a workman who had attained the temporary status and the Labour Court by Ext. W 2 order 17.10.86 in C.P. (C) 66/85 allowed his claim granting Rs.769.10. The workman has deposed before this Tribunal as WW1 that he had sent Ext. W3 representation dated

31.10.85 to the Management demanding work and back wages. In Ext. W3 the workman has referred to his previous representations dated 30.8.83, 30.12.83, 20.4.84, 30.10.84, 20.3.85 and 30.6.85. In cross examination he has stated that there is no acknowledgement evidencing receipt of Ext. W3 by the Management, though it is seen therefrom that it was sent by registered post with acknowledgement due. The workman (WW1) has further deposed that after sending Ext. W3 he had approached the the Asst. Labour Commissioner (C) by submitting Ext. W4 representation dated 17.9.91. It is stated in Ext. W4 that since the Labour Department did not take necessary steps the workman along with others filed O.P. No. 9946/88 before the High Court of Kerala and the High Court directed to raise the dispute under the I.D. Act.

7. According to workman, there is no evidence to show that Ext. W3 representation dt. 31.10.85 had been received by the Management though it is stated therein that the same had been sent by registered post with acknowledgement due. If the workman had actually sent Ext. W3, there must be postal acknowledgement card signed by the addressee which had not been produced before this court. In Ext. W3 several previous representations are referred to. But the copies of the same have also not been produced before this court. In this circumstance, I am not inclined to accept the contention of the workman that he had sent Ext. W3 representation to the Management. The further contention of the workman that as the Labour Departmental did not take action he approached the Kerala High Court is also found to be untenable as he has not produced copies of the representation, if any submitted to the Labour Department and the copy of Judgement in O.P. No. 9946/88 said to be filed by him against Labour Department. The subject matter in C.P.(C) 66/85 on the file of Labour Court was regarding C.P.C. scale of pay and not the dispute as to the denial of employment. Apart from Ext. W4 representation dt. 17.9.91 sent by the Union to Assistant Labour Commissioner (C), Ernakulam, there is no documentary evidence before this court to show that either the Union or the workman had raised the industrial dispute immediately after the alleged denial of employment. This being a dispute coming under Sec. 2-A of the I.D. Act, the workman could directly approach the Labour Department even without the help of Union. The Union or the workman has not offered any satisfactory explanation in not raising the Industrial Dispute till 1991. Though the Union had raised the dispute by Ext. W4 dt. 17.9.91 for some reason or other the matter was delayed and ultimately the reference order was issued only in 1996. Therefore, the workman cannot be blamed for the delay for the

period from 1991 to 1996. However, as already observed here in above neither the Union nor the workman has offered any explanation for the delay in not raising the dispute during the period 1982 to 1991.

8. However, since no limitation is prescribed for raising an industrial dispute under the Industrial Dispute Act 1947 or the Rules made thereunder, I do not think that merely because there is an unexplained delay of about 8 years in raising the dispute, on that ground alone the claim put forward by the Union should be rejected as a stale claim.

9. The first decision relied on by the learned counsel for the Management in support of his contention that a stale claim should be rejected on the ground of delay is in *Bhoop Singh v. Union of India and Ors* AIR 1992 SC 1414. This is not a case under the Industrial Dispute Act 1947. In this case the petitioner approached the court after a long lapse of 22 years without explaining the delay, solely based on the cases of other dismissed employees (Constables) who approached the court earlier and got reinstatement. In this context, the Supreme Court held that grant of the relief to the petitioner would be in equitable instead of its refusal being discriminatory. I find that the facts of the case at hand is entirely different from that of the above Supreme Court case and hence the said decision cannot be made applicable in the present case.

10. The facts of the second case viz *Ratan Chandra Sammanta & Ors. V. Union of India* in AIR 1991 SC 2276 are also entirely different from that of the case at hand. In the above Supreme Court case, the Ministry of Railways issued a circular pursuant to the directions given by the Supreme Court in an earlier order dated 23.2.87 in writ Appeal No. 332/1986 inviting representations from casual labourers who were retrenched before 1981 alongwith documentary proof reaching the office before 31.3.87 for employing them further. Certain casual employees did not respond to above circular but made vague representation only in 1990 to the authorities. The Supreme Court refused to entertain the above petition not on the ground of delay alone but also on the ground that the material particulars were not furnished in support of the representations made on behalf of the petitioners. This is clear from the following observation of the Supreme Court :

"We would have been persuaded to take sympathetic view but in the absence of any positive material to establish that these petitioners were in fact appointed and working as alleged by them it would not be proper exercise of discretion to direct opposite parties to verify the correctness of the statement made by the petitioners that they were employed between 1964 to 1969 and retrenched between 1975 to 1979."

As far as the case at hand is concerned, the Union has furnished the required particulars/material in support of the claim put forward by it on behalf of the workman. In the circumstance, I am of the view that it will be improper not to answer the reference order on merit on the ground of delay.

11. On the merit of the dispute the Management would contend that the workman was only a casual labourer and hence it was not necessary to issue notice for terminating his services. A perusal of Ext. W1 casual labour service card issued to the workman by the Management shows that the workman had already attained temporary status as early as in May/June 1982, as he had completed 120 days service by that time. The Management has also not disputed this fact in its pleadings. It appears from Ext. W2 order dated 17-10-86 of Labour Court, Kozhikode in CP (C) 66/85 that the Management accepted the above position and agreed to pay Rs. 769.10 in settlement of the claim of the workman for CPC scale. The only contention of the Management is that despite the fact that the workman had attained the temporary status he remained as a casual labourer and he cannot claim all the benefits including notice for termination of service. This Tribunal finds it difficult to accept the above contention of the Management. A reading of the definition of "Temporary Railway Servant" as given in para 2301 of the Railway Establishment Manual reveals that once a workman attained temporary status he cannot be considered as a casual labourer or contract/part-time employee. Para 2301 is quoted below for ready reference:

"A temporary railway servant" means a railway servant without a lien on a permanent post on a Railway or any other administration or office under the Railway Board. The term does not include "casual labour" a "contract" or "part time" employee or an "apprentice".

12. According to para 2302 of the Railway Establishment Manual, it is mandatory to give 14 days notice for termination of service of a temporary railway staff. Admittedly, in the present case notice as provided under para 2302 was served on the workman. Therefore, the termination of service of the workman

w.e.f. 21-8-1983 is in violation of para 2302 of the Railway Establishment Manual.

13. The further contention of the Union is that the termination of services of the workman is in violation of Chapter V-A and V-B of the I.D. Act. According to the Union, the workman was retrenched by the Management without complying with the mandatory provisions of Section 25F of the I.D. Act. According to Section 25F, a workman who had been in continuous service for not less than one year under an employer cannot be retrenched without giving him one month's notice in writing indicating the reasons for retrenchment or the workman has been paid in lieu of such notice the wages for the period of the notice. It is also necessary that he had been paid at the time of retrenchment, the compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of the service of 6 months. It is further provided under section 25F that notice in the prescribed manner should be served on the appropriate government or such authority as may be specified by the appropriate government by notification. It is not the case of the Management that it had retrenched the workman in accordance with Section 25F. According to Management, Section 25F is not applicable in the present case as the workman had not worked for 240 days in a calendar year. I do not find any substance in the above submission made on behalf of the Management. The expression "continuous service" has been defined in Section 25B of the I.D. Act, according to which if the workman during a period of 12 calendar months preceding the date with reference to which calculation is to be made, had actually worked under the employer for not less than 240 days, he shall be deemed to be in continuous service. Nowhere in Section 25B of the I.D. Act it is mentioned that 240 days must be within a calendar year. In the present case the workman satisfies the definition of "continuous service" under section 25B and it follows that Section 25F was applicable in his case. Admittedly, the Management had not complied with the provisions of Section 25F, Management had neither issued notice to the workman nor paid him compensation as provided under Section 25F. therefore, I find that the retrenchment is in violation of Chapter V-A of the I.D. act.

14. The further contention of the Management is that the workman was engaged as a casual labourer considering the availability of work against sanction obtained from time-to-time and his casual engagement was terminated on completion of the concerned work. The learned counsel for the Management had put a suggestive question in this regard to the workman while the workman (WM1) was cross-examined and

he had answered the above question in the negative. According to the workman, he was engaged as a gangman in Salem section and later as Lascar in Palghat brick layer in connection with the repair work of the line and his termination was not on account of completion of any particular work. In the present case, the Management has not adduced any evidence in support of its contention that the workman was engaged for a particular work against section order and on completion of the said work, his casual engagement was terminated. In the absence of any such evidence this Tribunal has no other alternative but to believe the testimony of the workman as WW1.

15. In view of the definition of "retrenchment" as given in Section 2(oo) of the I.D. Act the termination of services for any reason whatsoever will amount to retrenchment. Therefore, the denial of employment to the workman concerned in this dispute is nothing but retrenchment. Even assuming that the workman had been engaged for specific work or for specific period and the termination of his service w.e.f. 21-8-83 was on completion of such work or on efflux of time such termination will also come within the meaning of "retrenchment". The amendment made to Sec. 2(oo) by Act 49/84 by inserting sub-clause (bb) is not applicable in this case as the said amendment has come into force only w.e.f. 18-8-84. As already observed hereinabove the retrenchment effected in this case is in violation of Section 25F of the I.D. Act.

16. The Management has also a case that the Management had not denied employment to the workman from 21-8-83, but the workman himself had unauthorisedly absented from duty from 21-7-83 (AN) to 4-8-83 and then from 7-8-83 onwards. It is observed from Ext. W1 that the workman was absent half day on 21-7-83 and also for the period from 22-7-83 to 4-8-83 and 7-8-83 to 20-8-83. In view of the decision of the Supreme Court in *D.X. Yadav V/s J.M.A. industries Ltd.* (1993) 83 FJR 271 the termination of services for the reason of unauthorised absence will also amount to "retrenchment" within the meaning of Section 2(oo) of the I.D. Act. Therefore, it was mandatory to comply with the provisions of Chapter V-A of the I.D. Act.

17. It may be permissible to treat the unauthorised absence as a misconduct and terminate the service of the workman as a punishment after giving him an opportunity for personal hearing in accordance with the principles of natural justice. The Management has not followed that course of action in this case.

18. The aforesaid discussion leads us to the conclusion that the Management had retrenched/terminated the service of the workman in violation of the provisions of the Railway Establishment Manual and

the I.D. Act, 1947. Therefore, the action of the Management in terminating the services of the workman is illegal and unjustified.

19. Now the question to be decided is as to the relief to which the workman is entitled. The prayer of the Union is for an award reinstating the workman with backwages which is the normal relief in case the retrenchment is found to be invalid and illegal. However, in the present case, in view of the long delay in raising the dispute I am of the considered opinion that it is not proper to grant the normal relief of reinstatement with full backwages. As already observed the workman had been retrenched from service on 21-8-83 and he had approached the Labour Court in 1986 and that too only for wages applicable to a workman who had attained temporary status. Though the Labour Court allowed his claim by Ext. W2 order dated 17-10-86, the present dispute was raised only in 1991 by Ext. W4 representation dated 17-9-91. Therefore, it is clear that he was idling over his right over several years. It is also pertinent to note that though the Union had taken up the matter in 1991, the Management was not amenable to settle the issue. In my view the Management being a public sector undertaking, should have acted as a model employer. The Railway is running a big establishment which requires a large number of casual/temporary workers like the workman concerned in this dispute and the Management would have very well considered the request of the workman for re-employment.

20. In *Steel Authority of India Ltd. V. The Presiding Officer-1996 II LLJ 760* and *Union of India V/s Shri Chhida Singh Rawath-1991 AIR SCW 587* the Supreme Court has taken a view that if there is inordinate delay in taking action by a workman against illegal termination over a decade, the workman should not be entitled to full backwages. In *Steel Authority* case the Supreme Court set aside the order to give full backwages and directed to pay only 25% backwages. In *Sri Chhida Singh Rawath's* case the Supreme Court denied the entire backwages till the date the petitioner moved the High Court.

21. Considering the facts and circumstance of the case at hand I am of the view that for the ends of justice it would be only proper to direct the Management to engage the workman on the same service conditions as he had been engaged earlier but without backwages. However, on his re-employment he shall be paid wages as applicable to the persons who had attained temporary status. The period from 17-9-91 i.e. the date of Ext. W4 representation and the date of re-employment of the workman shall be considered as service for the purpose of terminal benefits and not for any other purpose.

22. In the result an award is passed in the afore-said terms and the reference order is answered accordingly.

Dated this 29th day of July 1997.

B. RANJIT KUMAR, Industrial Tribunal

#### APPENDIX

Witness examined on the side of the Management.  
Nil.

Witness examined on the side of the Union;

WW1 — Sri. T. Kannan.

Documents marked on the side of the Union;

Ext.W1—Copy of Service Card issued by the Management to the workman.

Ext.W2—Copy of Order dt. 17-10-86 in C.P.(C) No. 66/85 of the Labour Court, Kozhikode.

Ext.W3—Copy of letter dated 31-10-85 from the workman to the Sr. Divisional Personnel Officer, Southern Railway.

Ext.W4—Copy of letter dated 17-9-91 from the Union to the Asst. Labour Commissioner (C), Ernakulam.

Ext.W5—Copy of Award dated 1-10-92 in I.D. No. 202/90 of the Hon'ble Industrial Tribunal, Alappuzha.

नई दिल्ली, 19 अगस्त, 1997

का.आ. 2267.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे, इलाहाबाद के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-97 को प्राप्त हुआ था।

[संख्या एल-41012/69/95—आई आर (बी-1)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 19th August, 1997

S.O. 2267.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, the industrial dispute between the employers in relation to the management of Uttar Railway Allahabad, and their workman, which was received by the Central Government on the 14-8-97.

[No. L-41012/69/95-IR(B.I.)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

Before Shri B.K. Srivastava Presiding Officer Central Government Industrial Tribunal Cum Labour Court Deoki Palace Road Pandu Nagar Kanpur

Industrial Dispute No. 69 of 1996

#### IN THE MATTER OF DISPUTE BETWEEN

Ajant Singh  
C/o Uttar Railway Karamchari Union  
2, Naveen Market Parade  
Kanpur.

#### AND

Mandal Rail Prabhandak  
Uttar Railway  
Allahabad Mandal  
Allahabad

#### AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-41012/69/95-I.R.(BI) dated 22-7-96 has referred the following dispute for adjudication to this Tribunal ;

MANDAL RAIL PRABHANDAK UTTAR RAILWAY ALLAHABAD PRABHANDH TANTRA DWARA KARMKAR SH. AJANT SINGH KO SEWA SE NISHKASHIT KARNA NYOCHITHAI? YDINAH TO SAMBANDHIT KARMKAR KIS ANUTOSH KA HAKDAR HAI ?

2. It is unnecessary to give the details of the case after filing claim statement the concerned workman has not appear to adduce his evidence. Hence reference is answered against the concerned workman for want of prosecution and proof and he will be not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 अगस्त, 1997

का.आ. 2268.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया, बुर्खान के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल-4 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-97 को प्राप्त हुआ था।

[संख्या एल-12012/194/95—आई आर (बी-1)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 19th August, 1997

S.O. 2268.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal,

Asansol-4 as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of State Bank of India Burdwan and their workman, which was received by the Central Government on the 14-8-97.

[No. L-12012/194/95-IR(B-I.)]  
P. J. MICHAEL, Desk Officer  
ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL, ASANSOL.

REFERENCE No. 5/97

PRESENT :

Shri R. S. Mishra, Presiding Officer

PARTIES :

Employers in relation to the management of  
State Bank of India, Burdwawn

AND

Their Workmen.

Appearances : For the Employer—None.  
For the Workmen—None.

Industry : Bank State : West Bengal.  
Dated the 30th July, 1997.

#### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-12012/194-95-IR(B.I.) dated 7-2-97.

“Whether the action of the management of State Bank of India, Region II Nutanganj, Burdwan in refusal of regularisation of Sri Ratan Kumar Mal empannelled temporary employee is justified or not. If not what relief the workman is entitled to?”

2. The party raising the dispute is the Dy. General Secretary, State Bank of India Workers' Association' 635-A D.H. Road, Clacutta. It appears from the reference that its copy was duly sent to the said union, while sending the reference to this Tribunal. Though it was direction of the ministry to the union to file its statement of claims within 15 days from the date of receipt of copy of the reference, yet there is no response from the union. Two separate notices issued by the Tribunal through Registered post to the aforesaid union, returned back for absence of the addressee. It seems the union has been avoiding to receive the notices.

3. As a result 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer.

नई दिल्ली, 19 अगस्त, 1997

का.प्र. 2269.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया, गोरखपुर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-97 को प्राप्त हुआ था।

[संख्या एल-12012/149/93-आई आर बी-3]  
पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 19th August, 1997

S.O. 2269.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India Gorakhpur and their workman, which was received by the Central Government of on the.

[No. L-12012/149/93-IR B-3]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

Before Shri B. K. Srivastava Presiding Officer Central Government Industrial Tribunal Cum Labour Court Deoki Palace Road Pandu Nagar Kanpur.

Industrial Dispute No. 96 of 1993

In the matter of dispute between :

N.C. Pandey

Vice President

U.P. Bank Employees Congress  
C-323, Guru Teg Bahadur Nagar  
(Kareli) Allahabad

AND

Dy. General Manager  
State Bank of India  
Region IV  
Regional Office  
Gorakhpur

#### AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/149/93 I.R. (B-3) dated 30-11-93 has referred the following dispute for adjudication to this Tribunal :

Whether the management of State Bank of India is justified in reducing the pay of Shri Shiv Narayan Lal Dubey, Clerk to the next stage in his pay scale for two years vide order dated 15-4-93. If not, to what relief the workman is entitled to ?

2. It is unnecessary to give the details of the case as on 8-7-97 Au. Rep. of the workman has not press the case. Hence reference is answered against the workman for want of prosecution and proof. The concerned workman will not be entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 अगस्त, 1997

का. आ. 2270.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बनारस स्टेट बैंक लिमि., वाराणसी के प्रबन्ध-तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 14-8-97 को प्राप्त हुआ था ।

[संख्या एल-12012/219/91-आई. आर. बी.-3]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 19th August, 1997

S.O. 2270.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Benaras State Bank Ltd. Varanasi and their workman, which was received by the Central Government on the 14-8-97.

[No. L-12012/219/91-IRB-

P. J. MICHAEL Desk Officer

### ANNEXURE

Before Shri B. K. Srivastava Presiding Officer Central Government Industrial Tribunal Cum Labour Court Deoki Palace Road, Pandu Nagar, Kanpur.

Industrial Dispute No. 11 of 1991

In the matter of dispute between :

D. S. Saxena

Dy. General Secretary

All India Banaras State Bank Employees Union  
105/14, Prem Nagar, Kanpur.

AND

Dy. General Manager  
Benaras State Bank Ltd.,  
Head Office  
D-52/1, Laksa Road,  
Varanasi.

### AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/219/91-I.R. (B-3) dated 19-7-91 has referred the following dispute for adjudication to this tribunal :

Whether the action of the management of Farrukhabad Branch of Benaras State Bank Limited. In not regularising the service of Shri Awdesb Kumar Mishra Sub Staff is legal and justified? If not, to what relief the concerned workman is entitled to?

2. The concerned workman has raised the instant Industrial Dispute regarding regularisation of his services with the opposite party Benaras State Bank. The record reveals that for this very purpose the concerned workman has filed writ petition No. 20138 of 1991 before Hon'ble High Court which still pending. When the attention of Au. Rep. of the workman was drawn, he informed workman will withdraw his case from Hon'ble High Court. For this purpose repeatedly opportunity were given. One such last opportunity was given on 5-2-97 but the complaint was not made. Since this very matter is pending before Hon'ble High Court and further since the concerned workman has failed to comply of order of Tribunal and further in order to avoid conflicting judgement this reference is left unanswered. The right of the concerned workman will be finally determine by the Hon'ble High Court.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 अगस्त, 1997

का. आ. 2271.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में. बी. टी. पी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. -I), मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-97 को प्राप्त हुआ था ।

[सं. एल-30012/68/96-आई. आर. (सी-I)]

सनातन, डेस्क अधिकारी

New Delhi, the 18 August, 1997

S.O. 2271.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award

of the Central Government Industrial Tribunal, (No. I), Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BPCL and their workman, which was received by the Central Government on the 17-8-97.

[No. L-30012/68/96-IR (C-I)]  
SANATAN, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL NO. 1 AT MUMBAI

#### PRESENT :

Shri Justice R. S. Verma, Presiding Officer.  
Reference No. CGIT-1/44 of 1996.

#### PARTIES :

Employers in relation to the management of  
B.P.C.L., Mumbai.

AND

Their workman

#### APPEARANCES :

For the Management : Shri A.M. Pota, Advocate.

For the Workman : Shri Nabar, Advocate.

STATE : Maharashtra.

Mumbai, dated the 29th day of July, 1997

#### AWARD

Shri Nabar Advocate for union. Shri A. M. Pota for management. Heard the learned counsel for the parties. Mr. Nabar states that he will take steps to get the Reference amended because the present Reference does not correctly reflect the dispute raised by the union. Shri Pota has no objection to this. The matter is adjourned sine-die, and may be treated as disposed off for statistical purposes only. As and when a modified reference is received and the union files a claim with regard to the modified reference and furnishes a copy of this statement of claim, the matter be restored to its original number. Disposed of as indicated above.

R. S. VERMA, Presiding Officer

नई दिल्ली, 19 अगस्त, 1997

का. प्रा. 2272.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्टरनेशनल एयर पोर्ट्स अथोरिटी ऑफ इंडिया के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1, मुम्बई, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-97 को प्राप्त हुआ था।

[सं. एल-11012/21/92-आई.प्रा. (विधि)]  
के. बी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 19th August, 1997

S.O. 2272.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No.-I, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of International Airport Authority of India and their workman, which was received by the Central Government on 19-8-97.

[No. L-11012/21/92-IR(Misc.)]  
K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 1, MUMBAI

#### PRESENT :

Shri Justice R. S. Verma, Presiding Officer  
Reference No. CGIT-44 of 1993

#### PARTIES :

Employers in relation to the management of International  
Airport Authority of India.

AND

Their Workmen

#### APPEARANCES :

For the Management.—Shri Abhay Kulkarni, Advocate.  
Mrs. Pooja Kulkarni, Advocate.

For the Workman.—Shri B. N. Dongre, Advocate.

STATE : Maharashtra.

#### AWARD

1. Facts pertaining to this case are briefly as follows : Shri V. M. Malvi was serving originally under the organisation known as Bhabha Atomic Research Centre, Bombay (B.A.R.C.). He applied for appointment on the post of Draughtsman Gr. II (Electrical) under the International Airport Authority of India (I.A.A.I.). Shri V. M. Malvi was selected for the said post in the pay scale of Rs. 410-12-446-EB-15-566-20-686-EB-25-836 by appointment letter dated 8th May, 1996. He was given a higher basic pay at Rs. 476 + 9 = Rs. 485 plus all other allowances as admissible under I.A.A.I. rules. He was kept on probation of one year and was directed to report to Superintending Engineer (Electrical). It appears that Shri M. V. Malvi had resigned from his job under B.A.R.C. and had joined on this new assignment on selection.

2. The case of the workman is that the management of I.A.A.I. had agreed to protect his basic pay which he was drawing as an employee of B.A.R.C. and this is why he was fixed at a salary of Rs. 485/- per month. It appears that since there was no stage of Rs. 485/- in the scale in which he was appointed under I.A.A.I. Rs. 9/- was treated as his personal pay.

3. The case of the workman is that after he had joined I.A.A.I. the management of B.A.R.C. revised pay scales of its employees retrospectively in accordance with the recommendations of the Fourth Pay Commission. Consequently, his salary under B.A.R.C. was fixed at Rs. 1480/- p.m. with effect from 1-1-86 and Rs. 1520/- p.m. with effect from 1-5-86. The case of the workman is that on the date he joined services under I.A.A.I. his monthly salary stood revised to Rs. 1520/- and this was the salary which was required to be protected by the I.A.A.I.

4. The case of the workman is that the scale of pay under I.A.A.I. was revised in 1987 retrospectively from 1-9-85. Accordingly the pay of the workman was fixed at Rs. 810/- on 8-5-1986 and at Rs. 845/- from

revised scale of pay of Rs. 685-1520.

5. The case of the workman is that later on the management of I.A.A.I. re-fixed the pay of the workman at Rs. 685/- with effect from 8-5-1986 at minimum of the revised scale and this re-fixation was improper, unfair, unjust and illegal and prior to this re-fixation the workman was not given any notice nor was he given an opportunity to put on his say on the point of re-fixation. It appears that the workman was dissatisfied with the treatment meted out to him and an Industrial dispute was raised by I.A.A.I. Workers Union. The conciliation proceedings failed and therefore the appropriate Govt. referred the following dispute to this tribunal.

"Whether the action of the management of IAAI, Bombay Airport, Bombay in refusing to protect the pay of Shri V. M. Malvi, Draughtsman, Grade-II (E) in the Revised Pay scale of IAAI w.e.f. 1985 is just, proper and legal? If not, to what relief is the workman entitled?"

5.A The Union espousing the claim of the workman filed its Statement of claim on 10-12-93 wherein pleas were taken as delineated above. It was pleaded that revision of pay scale was in contemplation in both the organisations when the workman left the services under the BARC and joined the service of IAAI on 8-5-1986. On the basis of the aforesaid pleas the following relief was claimed :

"In view of what is stated above, it is prayed that the action of the management of IAAI in refusing to protect pay of the concerned workman in revised pay scale of IAAI is unjust, improper and illegal and to grant the following or any other appropriate relief to the concerned workman. It may be directed to re-fix the pay of the concerned workman at Rs. 1520 in the revised pay scale of Rs. 685-1520. Alternatively it may directed to the first party Authority to re-fix the pay of the concerned workman at the fifth stage in the revised pay scale that is at Rs. 845/- per month with effect from the date he joined service that is from 8-5-1986. The Hon'ble Tribunal may award any other just relief which the circumstances of the case may justify. First party Authority be directed to pay the costs of the second party union".

6. The IAAI has opposed the claim and has inter alia pleaded that there was no commitment at the time of the appointment of the workman in IAAI, his revised pay after implementation of the Fourth Pay Commission will be protected.

7. The case of the Management is that the management protected the pay which the workman was getting on the date of his appointment under the IAAI. Subsequent Pay revision under the BARC does not entitle the workman to ask for protection of such a revised pay.

8. It is pleaded that the pay scales under IAAI were revised in consequence of Third Wage Settlement pursuant to which a circular dated 18th December 1987 was issued whereby the pay scales of only existing employees in the service of IAAI as on 31st August, 1985 was revised. The benefit of revision was not available to those employees who had been appointed on or after 1-9-85. The workman in the present case had been appointed on May 8, 1986 and hence was not entitled to a pay revision contemplated by third wage settlement.

9. It was pleaded that the re-fixation of the basic pay of the workman was done correctly and the workman was not entitled to any relief.

10. It was also pleaded that the dispute raised was not an industrial dispute and the terms of revision do not fall within the purview of schedules 2 and 3 of Industrial Dispute Act 1947 and hence this tribunal has no jurisdiction to decide this dispute.

11. Both the sides have filed some documentary evidence in support of their respective pleas. The workman filed his own affidavit with oral evidence and he was subjected to

cross-examination by the learned counsel of IAAI. The management has not filed any oral evidence.

12. I have heard the learned counsel for the parties and have perused the material on record. It is not in dispute that the workman prior to appointment under IAAI, was serving under BARC and was drawing a basic pay of Rs. 485/- This basic salary of Rs. 485/- p.m. was protected by the appointment letter dated May 8, 1986 Exhibit 'B' by granting him a higher initial basic pay. The order reads as follows :—

INTERNATIONAL AIRPORTS AUTHORITY OF INDIA  
(PERSONNEL AND ADMINISTRATION DEPARTMENT)

BOMBAY AIRPORT

No. ABB/Admn-35/D'Man Gr. II (E)/7204

OFFICE NOTE

Shri Vivek Mahipatrao Malvi has been appointed as Draughtsman Grade II (Elect) with effect from the forenoon of 8th May, 1986 on an initial basic pay of Rs. 476+2 per month in the pay scale of Rs. 410-23-446-EB-15-566-20-686-EB-25-836, plus all other allowances as admissible under IAAI Rules.

Shri Vivek Mahipatrao Malvi will be on probation for a period of one year.

Shri Vivek Mahipatrao Malvi is directed to report to Supdt. Engineer (Electrical)'s Office.

(S. C. Agarwal)  
Asstt Director (P&A)

Now, there is nothing to indicate that IAAI or the Appointing authority intended to protect the pay which the workman might get after re-fixation under BARC as a consequence of revision of pay because of recommendations of the Fourth Pay Commission. The appointment of the workman was in a scale of Rs. 410-12-446-EB-15-566-20-686-EB-25-836. The revised pay scale in the BARC as a result of the recommendations of the Fourth Pay Commission came to be modified as Rs. 1400-40-1800-EB-50-2300 much later on. It is unreasonable to suppose that on May 8, 1986 IAAI had agreed to protect the pay of the workman in a scale which was not in existence and was only under contemplation and on the basis of which his pay in BARC was consequently fixed at Rs. 1480 from 1-1-1986 and Rs. 1520 from 1-5-1986. The revision of pay scales in the BARC entitled the workman to recover all arrears of pay from BARC but could not be construed to cloth the workman with a right to get enhanced basic pay from 8-5-86 from the new employer viz. IAAI.

12. When the workman was appointed under IAAI on May 8, 1986 his relations with the previous employer got snapped and a new relationship came into force under the contract of appointment under which his initial basic pay was fixed at Rs. 476+2 p.m. The Office order Ex. 'B' does not even remotely hint that this basic pay was liable to be revised as and when basic pay of the workman in BARC might be revised. The order dated May 8, 1986 protected the existing pay of the workman and by no stretch of imagination could be construed to mean as protecting a salary which the workman might get at a future date as a result of recommendations of the Fourth Pay Commission under the previous employer.

13. I may state that the revision of pay scale under IAAI had nothing to do with recommendations of the Fourth Pay Commission but had been introduced by a settlement between the management of IAAI and the concerned workman. A circular of IAAI dt. 18th December 1987 makes this position very clear that the settlement formula as envisaged by Annexure 'B' of the Wage agreement was to be applicable only to those employees in the services of IAAI as on 31st August 1985 and not to those who had been appointed on or after 1-9-85.

14. Learned Counsel for the Union placed strong reliance upon the various pay bills of the workman from November 1987 onward which showed the basic salary of the workman at Rs. 847/- p.m. and this basic salary was further revised to Rs. 880/- p.m. from May 1988 but all of a sudden from

the month of January 1989 the salary of the workman was reduced to Rs. 775/- p.m. In this context, it is suggested that this reduction in pay could not have been effected without notice to the workman.

15. In this context, learned counsel for the management points out that there was a mistake in revising the pay scale of the workman due to negligent reading of the circular dt. 18th December, 1987 which clearly stipulated that fitment formula should not be applicable to those who have been appointed on or after 1-9-1985 yet the fitment was made in accordance with the aforesaid circular of 18th December, 1987 and the workman started getting a higher salary. As soon as this mistake was detected his pay was properly fixed. He, moreover, submits that this dispute has not been referred to the Tribunal at all and therefore, this tribunal need not adjudicate upon this question. As against this Shri B. N. Dongre strenuously contends that this question is only an incidental question and since reduction of pay was made without notice to the workman the same was illegal. Assuming that the question is an incidental one, it is not in dispute that wage revision in IAAI took place by virtue of the Third Wage settlement and the circular dated 18th December, 1987 clearly stipulated that the Fitment formula envisaged as Annexure 'B' to the final agreement was to be applicable only to the existing employees in the services of IAAI as on 31st August 1985 and not to those who have been appointed on or after 1-9-85. There is no dispute that the basic pay of the workman came to be revised in accordance with this fitment formula because otherwise there was no reason for his basic pay to be revised. The fitment formula was clearly not applicable to him and it is evident that due to a mistake at some level the workman had been wrongly fixed at a higher basic pay. The management was definitely entitled to correct this mistake. Learned Counsel for the Union has failed to show that the reduction as consequence of this correction made was incorrect or improper. His only emphasis was on the fact that this was done without notice and hence should be set aside. In my opinion, when the workman had no existing right to be fitted in a revised scale of pay and had been fitted due to some mistake in a revised scale of pay, he cannot insist that he should be granted pay in such a revised scale ignoring the fact that he was not entitled to the same. Of course, it would have been better, if the management would have given a notice to the workman prior to effecting a proper fitment and recovering the arrears from the workman. However, the claim of the workman on this account is neither just nor proper.

16. In his oral evidence the workman reiterated that his basic pay was to be protected viz. basic pay as he was drawing under BARC was to be protected on his appointment on 8-5-86. In cross-examination he has admitted that such an agreement was not in writing and was purely oral and at the time of interview, the Interview Officer had orally agreed to protect his pay and in consequence of appointment letter Ex-1 was issued. When it is so, Ex-W-1 is conclusive of the nature of the protection extended to the workman with regard to his basic pay as he was drawing on the particular date, subsequently because the earlier employer, chose to make a retrospective revision of pay, the new employer cannot be saddled with the liability of protecting a higher pay which was never contemplated to be protected by the management of IAAI. Whatever protection was granted was in the given pay scale of 410-12-446-EB-15-566-20-686-EB-25-936. What was protected was the basic pay of Rs. 485 which the workman was drawing at that time,

17. I may state that contracts to be entered into by the International Airport Authority are governed by provisions of sections 14 and 15 of the International Airport Authority Act 1971 These sections reads as follows :—

“14. Contracts by the Authority—Subject to the provisions of section 15, the Authority shall be competent to enter into and perform any contract necessary for the discharge of the functions under this Act.

15. Mode of executing contracts on behalf of the Authority.—(1) Every contract shall, on behalf of the Authority, be made by the Chairman or such other member or such officer of the Authority as may be generally or specially empowered in this behalf by the Authority and such contracts or class of contracts may be specified in the regulations shall be sealed with the common seal of the Authority.

Provided that no contract exceeding such value or amount as the Central Government may, from time to time, by order, fix in this behalf shall be made unless it has been previously approved by the Authority.

Provided further that no contract for the acquisition or sale of immovable property or for the lease of any such property for a term exceeding thirty years and no other contract exceeding such value or amount as the Central Government may, from time to time, by order, fix in this behalf shall be made unless it has been previously approved by the Central Government.

(2) Subject to the provisions of sub-section (1), the form and manner in which any contract shall be made under this Act shall be such as may be prescribed by regulations.

(3) No contract which is not in accordance with the provisions of this Act and the regulations shall be binding on the Authority.

A bare reading of these sections will go to show that a contract shall be made by the Chairman or such other members or such offi-

cer of the authority as may be generally or specially empowered in this behalf by the authority and shall be sealed with the common seal of the authority. Sub-section (3) of section 15 make it clear that no contract which is not in accordance with the provisions of the Act and the Regulations shall be binding on the authority. It has not been shown to me that a contract as envisaged by two sections cited above was at all entered. A contract of service is nonetheless a contract and such a contract to be binding on the authority was required to be made in accordance with the provisions of the aforesaid two sections. Hence also the oral assurance, which the Union claims to be an agreement made on behalf of the Authority, is not binding on the Authority. To my mind, such an agreement ought to have been made in writing. The appointment letter issued in this case does not make out a contract as pleaded by the Union.

18. The contention of the management that this Tribunal has no jurisdiction to adjudicate upon the petitioner dispute has no basis and is devoid of merit. An 'Industrial Dispute' is defined by Section 2K of the Industrial Disputes Act 1947 means "Any dispute or difference between Employers and Employers or between Employers and workmen or between Workmen and Workmen which is connected with the employment or non-employment or the terms of employment or the conditions of labour of any present" This : dispute referred to this Tribunal pertains to the terms of employment of the workman, Mr. Malvi and it cannot be said that the dispute referred to this Tribunal is not an Industrial dispute and this tribunal has no jurisdiction to adjudicate upon the same.

Learned Counsel for the management referred to the Schedules 2 & 3 of the Industrial Disputes Act, Item No. 1 Schedule 3 deals with wages including the period and mode of payment. This clause is comprehensive enough to include a claim to ascertain that the fixation of wage done in a particular case is not proper. Hence, I leave the matter at that.

Taking a conspectus of the entire circumstances of the case, I find that the claim of the workman is without any merit. Of course, it is unfortunate that he joined the new employer, not knowing that a much higher pay scale was in store for him under the earlier employer from whose services, he chose to resign. His

decision in retrospect appears to be a mistaken one but this does not and cannot saddle the new employer with protection of a pay, which was not contemplated by the new employer. The claim, thus, has no merit and is dismissed. In the circumstances of the case, the parties shall bear their own cost.

R. S. VERMA, Presiding Officer

नई दिल्ली, 19 अगस्त, 1997

का.प्र. 2273--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आल इंडिया रेडियो, गोरखपुर के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-97 को प्राप्त हुआ था।

[सं. एल-42012/99/95-आई. प्रार. (डी. यू. )]

के. बी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 19th August, 1997

S.O. 2273.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of All India Radio, Gorakhpur and their workman, which was received by the Central Government on 19-8-1997.

[No. L-42012/99/95-IR(DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVATAVA PRESID-  
ING OFFICER CENTRAL GOVERN-  
MENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT  
PANDU NAGAR, KANPUR

Industrial Dispute No. 8 of 1996

In the matter of dispute between :

Ramanand Prasad,

Chaprasi All India Radio,  
C/o Nizamuddin Shivpur Sahabganda  
Maszid ke pas,  
P.O. Padri Bazar,  
District Gorakhpur.

AND

Superintendent Engineer,  
All India Radio Gorakhpur.

### AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-42012/99/95-IR(DU) dated 27/29-12-95, has referred the following dispute for adjudication:—

Whether the action of the management of All India Radio Gorakhpur in terminating the services of Sri Ramanand Prasad Peon is legal and justified?

2. The case of the concerned workman Ramanand Prasad is that he was engaged as a peon in September, 1987, by Superintendent Engg. of the opposite party All India Radio Gorakhpur and he continuously worked as peon upto 18-3-95. His services were terminated w.e.f. 29-3-95 in breach of provisions of section 25F G & H of I.D. Act. Hence his termination is bad in law.

3. The opposite party has filed reply in which it has been alleged that he was not engaged as peon. Instead he was a casual worker and was engaged from time to time when necessity arose for filling water cooler and supplying water elsewhere and he was also engaged for some time for gardening. As he was not engaged as peon question of termination does not arise. For termination of casual labour provisions of the Act also does not arise.

3. In the rejoinder it was denied that concerned workman was engaged as casual labour.

4. In support of his case the concerned workman filed Ext. W-1 to W-6 various papers. Out of them Ext. W-1 school certificate while others are certificate issued by authorities in which the concerned workman has been shown as casual worker. In my opinion, these papers instead of helping the concerned workman goes to help the management. As their case of concerned workman being casual labour is corroborated from it. Further the concerned workman has examined himself as D.W.1. In rebuttal the management has examined Parsuram M. W.1. Besides M.1 to M.7 documents have also been filed to show that concerned workman was paid for filling and supplying water also to show that he was a casual labour.

5. The main emphasis of the concerned workman is that Ext. W-2 which is the copy of permit issued by the opposite party. In my opinion this paper instead of helping the concerned workman once again lend support to the version of the management as in this paper too the concerned workman has been shown as casual labour. Thus as the case of the opposite party find support from the own documents of the concerned workman. I come to the conclusion that concerned workman was not engaged as peon. Instead he had worked intermittently as casual labour as and when necessity arose. Thus there was no relationship of master & servant between the two. Hence question of wrongful termination does not arise. Further provisions of section 25F G H of I.D. Act are not attracted in such a case.

6. In view of the above discussion my award is that as the concerned workman was not the employee of the opposite party question of termination of his services by the opposite party does not arise and the concerned workman is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 अगस्त, 1997

का.आ. -2274—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे, दहाहाबाद के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-97 को प्राप्त हुआ था।

[सं. एन-41012/55/92-आई आर (डीयू)]

के. वी. वी. उण्णी, डेस्क अधिकारी

New Delhi, the 19th August, 1997

S.O. 2274.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Ahmedabad and their workman, which was received by the Central Government on 19-8-1997.

[No. L-41012/55/92-IR (DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESID-  
ING OFFICER CENTRAL GOVERN-  
MENT INDUSTRIAL TRIBUNAL  
CUM-LABOUR COURT  
KANPUR

Industrial Dispute No. 78 of 1993

In the matter of dispute between :

Senior Divisional Personnel Officer,  
Northern Railway,  
Allahabad.

## AND

Zonal Working President,  
Uttar Railway Karamchari Union,  
96/196 Roshanbajaj Lane Ganeshganj,  
Lucknow.

## AWARD

1. Central Government, Ministry of Lab-  
our, vide its notification number L-41012/55/  
92/IR (DU) dated 24-9-93, has referred the  
following dispute for adjudication to this Tri-  
bunal :—

Whether the demand of the Union for re-  
instatement with full back wages  
w.e.f. 24-9-87 barring wages of 101  
days paid in 1989 of Sri Ram  
Prakash son of Sri Ram Sagar cas-  
ual labour (Khalsi) in the estab-  
lishment of Divisional Signal & Tele-  
com Engineer Aligarh under S.I.  
(West) Tundla is justified. If so  
what relief the workman concerned  
is entitled to?

2. As will be obvious from the reference  
order it relates to name of the concerned work-  
man Ram Prakash son of Ram Sagar Casual  
Labour seeking his illegal removal from service  
w.e.f. 24-9-87 while he was posted under Divi-  
sional Signal and Telecom Engineer at Aligarh  
at Tundla. The authorised representative of the  
management has drawn my attention to the  
fact that this very termination of the concern-  
ed workman was subject matter of award in  
I.D. No. 108 of 93 in which in all 68 work-  
men were involved. Its copy has been filed. It  
goes to show that the name of the concerned  
workman figures at serial No. 23. In that  
award the case of the concerned workman was  
also considered and by order dated 27-8-1996  
the reference regarding termination of these

workmen was answered against the concerned  
workman. Since then it has also been publish-  
ed. When once the matter has already been  
decided against the concerned workman in  
I.D. No. 108/93, it need not be adjudicated  
again in the instant reference because of prin-  
ciple of resjudicata. Hence my answer to this  
reference on the basis of above award in I.D.  
No. 108/93, is the termination of the concern-  
ed workman is not bad in law and he is not  
entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 19 अगस्त, 1997

का.आ. 2275—औद्योगिक विवाद अधिनियम, 1947  
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय  
सरकार ए. बी. सी. एण्ड सैन्स प्र. लि. के प्रबंधक  
के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में  
निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,  
सं.-I, मुंबई के पंचाट को प्रकाशित करती है, जो केन्द्रीय  
सरकार को 19-8-97 को प्राप्त हुआ था।

[सं. एल-31011/20/91-आई. आर. (विषय)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 19th August, 1997

S.O. 2275.—In pursuance of Section 17 of  
the Industrial Disputes Act, 1947 (14 of  
1947), the Central Government hereby publi-  
shes the Award of the Central Government In-  
dustrial Tribunal, No. I, Mumbai as shown in  
the Annexure, in the industrial dispute between  
the employers in relation to the management  
of ABC & Sons Pvt. Ltd., and their workman,  
which was received by the Central Government  
on 19-8-1997.

[No. L-31011/20/91-IR (Misc)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1,  
MUMBAI

## PRESENT

Shri Justice R. S. Verma,

Presiding Officer

REFERENCE NO. CGIT-1/43 OF 1992

## PARTIES :

Employers in relation to the management  
of ABC & Sons Pvt. Ltd.,

## AND

Their workmen.

## APPEARANCES :

For the Management : Shri J. K. Mistry holding for Shri Kantharia, Advocate.

For the Workmen : Shri B. N. Dongre and Shri Jayprakash Sawant, Advocates.

State : Maharashtra.

Mumbai, dated the 28th day of July, 1997.

## AWARD

Shri B. N. Dongre alongwith Shri Jayprakash Sawant for the Union. Shri J.K. Mistry holding for Shri V. H. Kantharia, Advocate for management alongwith Shri Ishwar Gouda for the management. The parties have submitted a joint application to the effect that the dispute has been settled as per concert terms filed in Writ Petition No. 363 of 1996 before Hon'ble Bombay High Court and the Union prays that the reference be disposed of as not pressed. Both the sides agree that the reference be disposed of as not pressed in view of the changes in aforesaid position. The reference is disposed off as not pressed as jointly prayed.

R. S. VERMA, Presiding Officer

नई दिल्ली, 19 अगस्त, 1997

का.प्र. 2276.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीकृत बोर्ड, कानपुर के प्रबंधन के संबंध में उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-8-97 को प्राप्त हुआ था।

[सं. एल-14012/45/94-आई.आर. (डी)]

के. वी. बी. उण्णी, ईस्क अधिकारी।

New Delhi, the 19th August, 1997

S.O. 2276.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cantonment Board, Kanpur and their workman, which was received by the Central Government on the 19-8-97.

[No. L-14012/45/94-IR(DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR, KANPUR.

Industrial Dispute No. 24 of 1996

In the matter of dispute between :

Motilal C/o. Ravipratap Narain Singh 119/525 Darshanpurwa Kanpur.

## AND

Executive Officer, Cantonment Board Kanpur,

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-14012/45/94-IRDU, dated 26-2-1996, has referred the following dispute for adjudication to this Tribunal :—

Kya Adhishashi Adhikari Chavni Parishad Cant Kanpur ke dwara Shri Motilal Ke naukari se nakala jana nyayochit hai ? Yadi nahi to karmkar kis anutosh ka haqdar hai ?

2. The case of the concerned workman Motilal is that he was engaged as Safai Karamchari in October, 1987 by the opposite party Cantonment Board Kanpur. His sister had fallen ill hence after handing over an application for leave dated 30-10-1983, he went to Lucknow. Thereafter, he himself fell ill at Lucknow. He continued to remain ill there. He fully recovered on 8-3-94, and came to join at the office. He was asked to attend daily. Ultimately on 21-5-1994 he was informed that his services have been brought to an end after holding an enquiry. It is alleged that he was never informed about the enquiry proceeding, hence he could not participate in it. As such this termination is bad in law.

3. The opposite party has filed reply in which it has been alleged that the concerned workman Motilal is habitual defaulter in attending office. Further for this he had been warned earlier. It is denied that on 31-10-1993 he had given any application to Sanitary Inspector. In fact he remained absent from duty throughout. Hence the departmental enquiry was held and publication was made in Rashtriya Sahara. Still he failed to appear. Hence after completing enquiry he was removed from service on misconduct for remaining absent from duty for long period.

4. In the rejoinder it is denied that the concerned workman was served with any notice.

5. In support of his case the concerned workman has filed exhibit W-1 to W-17 which are in the nature of medical certificate application for leave and application for joining, after he regained on leave. Besides he has examined himself as DW-I. In rebuttal the management has filed Ext. W-1 to W-17 which relates to his past conduct about remaining absent from duty and also relating to domestic enquiry. Further copy of publication in Sahara India has also been filed. Apart from this management has examined Rajhans Awasthi M.W. 1. Sanitary Ins-

pector who has proved holding of enquiry remaining absent from duty by the concerned workman. In his cross examination he has stated that earlier notice was sought to be served through Ramesh Yadav. Having gone through this evidence and documents filed by the management I am inclined to believe the version of the Cantonment Board. Record reveals that in the past he used to remain absent from duty unauthorisedly. The concerned workman has not filed the acknowledgement to show that he had handed over application dated 30-10-1993 to Sanitary Inspector while leaving for Lucknow. Further there is no postal receipt etc. to show that subsequently he had sent application for leave. Hence his theory of having fallen ill is concocted story. I further find that management had held exparte enquiry for misconduct of remaining absent from duty. Hence, there is no substance in the objection of the concerned workman. That he was removed from service without holding enquiry. I also do not accept the version that he remained absent because of illness. Under circumstances, my Award is that the concerned workman was rightly removed from service and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer.

नई दिल्ली, 22 अगस्त, 1997

का.प्रा. 2277 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकाम डिस्ट्रिक्ट मैनेजर पणजी गोआ के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, पणजी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-97 को प्राप्त हुआ था।

[सं. एल-40012/5/94-आई प्रार (डी यू)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 22nd August, 1997

S.O. 2277.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Panaji as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom District Manager, Panaji Goa and their workman, which was received by the Central Government on the 22-8-1997.

[No. L-40012/5/94-IR(DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI  
BEFORE SHRI AJIT J. AGNI, HON'BLE  
PRESIDING OFFICER  
Ref. No. IT/13/95

Shri Ashok P. Kundalkar,  
Behind Post Office,

St. Crus Goa. Workman/ Party I

v/s.

The Telecom District Manager,

Panaji Goa. Employer/Party II

Workman/Party I represented by Adv. P.A. Kholker

Employer/Party II represented by Adv. E. P. Badri Narayan

Dated : 6th August, 1997

#### AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government by order bearing No. L-40012/5/94-IR(DU) dated 29-1-1995 referred the following dispute for adjudication by this Tribunal.

"Whether the action of the Department of Telecom District Manager, Panaji Goa in stopping from services Shri A. P. Kundaikar, ex-casual mazdoor w.c.f. 1-7-1989 is justified and proper? If not, to what relief the workman is entitled to?"

2. On receipt of the reference, a case was registered under No. IT/13/95 and registered A/D notices were issued to the parties. In pursuance to the said notice, the parties put in their appearance. The workman/ Party I (For short "workman") filed his statement of claim which is at ext. 4. The case of the workman in short is that he was appointed as a casual labourer on 1-1-1985 under the Sub-Divisional Office (Phones) Panaji and he worked continuously upto December 1987. By the end of December 1987, the Junior Engineer Mr. K. S. Hickkad told the workman verbally that he need not report for duties from 1-1-88. The workman was thereafter allowed to join the duties on 1-3-1988 and he worked upto 1-5-1988 for a total period of 86 days. The workman was again told not to report for duties from 1-6-1988, but was again called for duties on 1-5-1989 and he worked continuously upto 29-6-1989. Thereafter, the Jr. Engineer told the workman verbally that the need not report for work from 1-7-1989. The workman by letter dated 20-12-90 made a representation to the S.D.O. bringing to his notice that he was retrenched from service without following the procedure prescribed in Sec. 25-F of the I. D. Act, 1947 as he had worked continuously for 240 days prior to his retrenchment and as such the workman requested that he should be reinstated back in service. The workman also brought to his notice the circular dated 18-11-89 whereby directions were issued to regularise casual mazdoors. The workman thereafter, raised industrial dispute with the Assistant Labour Commissioner (Central) Vasco da Gama by letter dated 27-10-92. The conciliation proceedings held by the Asst. Labour Commissioner ended in a failure. The contention of the workman is that his services were terminated in contravention to the provisions of sec. 25-F of the I.D. Act, 1947 and is complete disregard to the circular dated 18-11-1989 as also in contravention of

the Judgment of the Supreme Court in Writ Petition No. 1280/89. The workman therefore, claimed that he should be ordered to be reinstated in service with full back wages and other reliefs as claimed by him in his statement of claim.

3. The employer/party II (For short "Employer") filed written statement denying the claim of the workman. The employer stated that the workman abstained from work on his own accord and therefore, the question of violation of any provision of the I.D. Act, 1947 by the employer did not arise. The employer also stated that the claim of the workman was time barred. The employer denied that the Jr. Engineer had told the workman not to come for duties from 1-1-1988 and stated that on the contrary, it is the workman who abstained from work on his own accord. The employer stated that the S.D.O. (Phones) Panaji had called the workman for work vide letters dated 9-2-1990 and 28-3-1990 but the workman did not report for duties. The employer stated that the circular dated 18-11-1989 is not applicable to the workman as he does not fulfil the conditions of eligibility stipulated in the said circular. The employer further stated that assuming that the workman had worked for more than 240 days in a year, he is not entitled to any reliefs as the employer never terminated his services but it is the workman who left the services of his own accord. The employer also stated that the Judgment of the Supreme Court in Writ Petition No. 1280/89 does not apply to the case of the workman. The employer therefore, prayed that the reliefs claimed by the workman be rejected.

4. On the pleadings of the parties, following issues were framed at Exb. 14 :—

- (1) Whether the Party I proves that he worked with the Party II continuously for a total number of 1010 days between the period from 1-1-1985 to 31-12-1987 as a Casual Labourer ?
- (2) Whether the Party I proves that the Party II did not comply with the provisions of Sec. 25-F of the I.D. Act, 1947 and hence the termination of his services by the Party II w.e.f. 1-7-1989 is illegal ?
3. Whether the Party I proves that the termination of his services by the Party II w.e.f. 1-7-1989 is not justified and proper ?
4. Whether the Party II proves that the Party I voluntarily abstained himself from duties from 1-1-1988 ?
5. Whether the Party II proves that the claim of the party I is barred by limitation ?
6. Whether the Party I is entitled to any relief ?
7. What Award ?

5. My findings on the issues are as follows :—

- Issue No. 1 :—Does not arise.  
 Issue No. 2 :—Does not arise  
 Issue No. 3 :—Does not arise.  
 Issue No. 4 :—Does not arise.

- Issue No. 5 :—Does not arise  
 Issue No. 6 :— In the negative  
 Issue No. 7 : —As per order below.

### REASONS

6. After the Issues were framed, the parties submitted that they should be permitted to file affidavit evidence and they further submitted that they would not cross examine each others witness. Consequently, both the parties filed affidavit evidence and also produced documents in support of their claim. Thereafter, both the parties filed written arguments which are on record. In the written arguments filed by the employer, reference was made to the decision of the Supreme Court in the case of Sub-Divisional Inspector of Post, Vaikam, and others V/s Theyyem Joseph and others reported in 1996 (2) Supreme 487 (AIR 1996, 1271 = 1996 LAB IC 1059). In this case, the Hon'ble Supreme Court has held that the Postal and Telecommunication Department is not an industry. Therefore, though there is no specific pleading from the employer in the written statement that it is not an industry and therefore, reference is not maintainable, still, since the said issue goes to the root of the matter, following issue arises and parties were heard on the same issue.

"Whether the Telecommunication Department is an "industry" and whether the dispute referred is an industrial dispute ?"

7. Adv. Shri Kholkar, the learned counsel for the workman submitted that the decision of the Supreme Court in the case of T. Joseph (Supra) is not applicable to the present case because the facts involved in the present case are different. He submitted that the Supreme Court held that the Postal and Telecommunication Department is not an industry in the facts and circumstances of that case, being that Shri T. Joseph was recruited as a Packer and was an Extra Departmental Agent. He submitted that the appointments of these extra departmental agents are regulated under the statutory instructions issued by the Director General of Postal and Telecommunications from time to time and even the CCS (CCA) rules are not applicable to them and further, their service conditions are governed by the Rules in Sec. III of Compilation Service Rules for extra departmental staff in Postal Department and hence, they are civil servants and not workmen under the Industrial Disputes Act. He therefore, submitted that the Employer/Telecommunication department is an industry and hence reference is maintainable. Adv. Shri E. P. Badri Narayan, the learned counsel for the employer on the other hand submitted that the employer is well covered by the decision of the Supreme Court in the case of Shri T. Joseph (Supra) wherein it has been held that the Telecommunication Department is not an industry. He submitted that in view of the decision of the Supreme Court, the reference is liable to be rejected as the dispute referred in not an industrial dispute.

8. I have carefully considered the submissions made by both the learned counsels. Under the provision of the I.D. Act, only an industrial dispute can be referred by the Government for adjudication by the Industrial Tribunal. The dispute or the difference to come

within the purview of the I.D. Act must be industrial i.e. it must relate to "Industry" as defined in Sec. 2(j) of the I.D. Act. A private dispute or a dispute between the parties who do not constitute an industry within the meaning of the Industrial Disputes Act is not an industrial dispute within the meaning of Section 2-K. Therefore, in order that a dispute be an industrial, the concerned establishment must fall within the meaning of the "industry" as defined in the I.D. Act. Therefore, the question is whether the employer, namely, the Telecommunication department is an industry within the meaning of the Industrial Disputes Act.

9. The employer has relied upon the decision of the Supreme Court in the case of Shri T. Joseph to show that the employer is not an industry. The contention of Adv. Kholkar, the learned counsels for the workman is that the said decision of the Hon'ble Supreme Court is not applicable to the present case. I have gone through the said decision and I do not agree with the contention of Adv. Shri Kholkar. I am of the view that the said decision squarely applies to the present case. It is the contention of Adv. Shri Kholkar that the Hon'ble Supreme Court held that the Postal and Telecommunication Department is not an industry because Shri T. Joseph was recruited as a packer and he being an extra departmental agent, CCS(CCA) Rules were not applicable to him and his service conditions were governed by Rules in Sec. 3 of Compilation of Service Rules for Extra Departmental Staff in Postal department and as such he was a Civil Servant and not a workman under the I.D. Act. This contention of Adv. Kholkar is incorrect. The Hon'ble Supreme Court did not hold Postal and Telecommunication Department as not an industry on the ground as stated by Adv. Kholkar. Whether an establishment is an industry or not depends upon the nature of the duties performed by person or the capacity in which he was employed or the rules by which he was governed. The reasons for holding Postal and Telecommunication Department as not an industry have been given by the Hon'ble Supreme Court in Para 6 of its Judgment which reads as follows :

"Having regards to the contention, the question arises whether the appellant is an Industry ? India as a sovereign, socialist, secular democratic republic has to establish an egalitarian social order under rule of law. The welfare measures partake the character of sovereign functions and the traditional duty to maintain law and order is no longer the concept of the State. Directive principles of State policy enjoin on the State diverse duties under Part. IV of the Constitution and the performance of the duties are constitutional functions. One of the duties of the State is to provide Telecommunication service to the general public and as amenity, and so is one essential part of the sovereign functions of the State as welfare State. It is not, therefore, an industry."

10. Therefore, from the above judgment, it can be seen that the Hon'ble Supreme Court held that the Postal and Telecommunication Department is not an industry because it held that it is the duty of the State to provide telecommunication service to the general public and amenity and it is essential part of the sovereign functions of the State as a welfare State. In view of this decision of the Hon'ble Supreme court, it is now a settled law that the telecommunication department is not an industry within the meaning of the I. D. Act, 1947. This being the case, I hold that the Employer/Telecommunication Department is not an industry within the meaning of Sec. 2(j) of the I.D. Act, 1947. In the circumstances, the present dispute which is referred by the Government is not an industry within the meaning of Sec. 2(j) of the of the I.D. Act, 1947 and consequently, the reference is liable to be rejected.

11. Since it has been held by me that the dispute referred by the Government for adjudication is not an industrial dispute and consequently, the reference is liable to be rejected, the question of giving findings on the other issues does not arise and consequently, the workman is not entitled to any relief. Hence, I answer the issue accordingly. In the circumstances, I pass the following order :—

#### ORDER

It is hereby held that the dispute referred by the Central Government is not an industrial dispute as the Telecommunication Department is not an industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947. It is therefore, held that the reference made by the Central Government is bad in law and hence rejected.

No order as to costs.

Inform the Central Government accordingly.

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 22 अगस्त, 1997

का. भा. 2278.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिस्ट्रिक्ट मैनजर, पणजी गोआ के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पणजी (गोआ) के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-97 को प्राप्त हुआ था

[सं. एल-40012/10/94-आई आर (डी यू)]

के.वी.बी. उष्णी, डेस्क अधिकारी

New Delhi, the 22nd August, 1997

S.O. 2278.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Panaji as shown in the Annexure, in the industrial dispute between the employers in relation to the management

of Telecom District Manager Panaji Goa and their workman, which was received by the Central Government on the 22-8-1997.

[No. L-40012/10/94-IR(DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

#### IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI (BEFORE SHRI AJIT J. AGNI, HON'BLE PRESIDING OFFICER)

Ref. No. IT/II/95

Shri Gadad B. Gowder,  
C/o Shri S. S. Dyawannawar,  
Telephone Supervisor,  
Telephone Exchange,  
Vasso da Gama

Workman/Party I

V/s.

The Telecom District Manager,  
Matias Plaza Building,  
Panaji Goa.

The Sub-Divisional Officer,

Department of Telecommunication  
Vasco da Gama, .. Employer/Party II  
Workman/Party I represented by Adv. P.A.  
Kholkar.

Employer/Party II represented by Adv. E. P.  
Badri Narayan.

Dated : 11th August, 1997

#### AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government by order bearing No. L-40012/10/94-IR(DU), dated 20-1-1995 referred the following dispute for adjudication by this Tribunal.

"Whether the action of the Department of Telecom District Manager, Panjim Goa and Sub-Divisional Officer Phones, Vasco da Gama (Goa) in stopping from the services of Shri Gadad B. Gowder, is justified? If not, to what relief the workman is entitled to?"

2. On receipt of the reference, a case was registered under No. IT/11/95 and registered A/D notices were issued to the parties. In pursuance to the said notice, the parties put in their appearance. The workman/party I (For short "workman") filed his Statement of Claim which is at Exb. 4. The case of the workman in short is that he joined as a casual mazdoor w.e.f. 11-4-1984 under Sub-Divisional Officer (Phones) Vasco and continuously worked upto 31-5-1985. On 1-6-1985, the S.D.O. (Phones) Vasco, verbally told the workman not to report for work. The workman thereafter made a representation to the Sub-Divisional Officer, Vasco by his letter dated 18-2-1991 bringing

to his notice that his removal from service was in violation of section 25-F of the I.D. Act, 1947. The workman thereafter requested that he be reinstated in service. The workman thereafter by his letter dated 16-10-1992 raised an industrial dispute with the Asst. Labour Commissioner (Central) Vasco da Gama. The conciliation proceedings held before the Asst. Labour Commissioner resulted in a failure. The contention of the workman is that he had worked for a period of 240 days continuously in 12 calendar months, and hence the termination of his services is in violation of Sec 25(F) of the I. D. Act, 1947. His further contention is also that the employer has violated the directions given by the Supreme Court in Writ Petition No. 1230/89. The workman therefore claimed that he is entitled to be reinstated in service with full back wages and all other consequential benefits and the other reliefs claimed by him in his statement of claim.

3. The Employer/Party II (For short "Employer") filed written statement denying the claim of the workman. The employer stated that the claim of the workman is time barred as there is an un-explained gap of over 6 years between the alleged date of termination and the date of raising dispute. The employer denied that there is no violation of the provision of the I. D. Act, 1947 or to the directions given by the Supreme Court in Writ Petition No. 1280/90 on the part of the employer. The employer stated that the workman left the services of his own accord and he was never told not to report for work from 1-6-1985 as contended by the workman. The employer therefore contended that the workman is not entitled to any reliefs as claimed by him in the statement of claim and his claim is liable to be rejected.

4. On the pleadings of the Parties, following issues were framed at Exb. 14.

1. Whether the Party I proves that he worked continuously with the party II as a casual mazdoor for 365 days between the period from 1-6-1984 to 31-5-1985?
2. Whether the party I proves that the party II did not comply with the provisions of Sec. 25-F of the I. D. Act, 1947 and hence the termination of his services by the Party II w.e.f. 1-6-1985 is illegal?
3. Whether the party I proves that the termination of his services by the Party II w.e.f. 1-6-1985 is unjustified?
4. Whether the party II proves that the claim made by the party I is barred by limitation?
5. Whether the party II proves that the Party I voluntarily left the work w.e.f. 1-6-1985?
6. Whether the party I is entitled to any relief?
7. What Award?

5. My findings on the issues are as follows :—

- Issue No. 1 :—Does not arise.  
Issue No. 2 :—Does not arise.  
Issue No. 3 :—Does not arise.

- Issue No. 4 :—Does not arise  
 Issue No. 5 :—Does not arise.  
 Issue No. 6 :—In the negative.  
 Issue No. 7 :—As per order below.

### REASONS

6. After the issues were framed, the parties submitted that they should be permitted to file affidavit evidence and they further submitted that they would not cross examine each other's witnesses. Consequently, both the parties filed affidavit evidence and also produced documents in support of their claim. Thereafter, both the parties filed written arguments which are on record. In the written arguments filed by the employer, reference was made to the decision of the Supreme Court in the case of Sub-Divisional Inspector of Post, Vaikam and others V/s Theyyun Joseph and others reported in 1996 (2) Supreme 487 (AIR 1996 1271 = 1996 Lab IC 1059). In this case, the Hon'ble Supreme Court has held that the Postal and Telecommunication Department is not an industry. Therefore, though there is no specific pleading from the employer in the written statement that it is not an industry and therefore, reference is not maintainable, still since the said issue goes to the root of the matter, following issue arises and parties were heard on the same issue.

“Whether the Telecommunication Department is an “Industry” and whether the dispute referred is an industrial dispute ?”

7. Adv. Shri Kholkar, the learned counsel for the workman submitted that the decision of the Supreme Court in the case of T. Joseph (Supra) is not applicable to the present case because the facts involved in the present case are different. He submitted that the Supreme Court held that the Postal and Telecommunications Department is not an industry in the facts and circumstances of that case, being that Shri T. Joseph was recruited as a Packer and was an Extra Departmental Agent. He submitted that the appointments of these Extra Departmental Agents are regulated under the statutory instructions issued by the Director general of Postal and Telecommunications from time to time and even the CCS(CCA) Rules are not applicable to them and further, their service conditions are governed by the Rules in Sec. III of Compilation Service Rules for Extra Departmental staff in Postal department and hence they are Civil Servants and not workmen under the Industrial Disputes Act. He therefore, submitted that the employer, Telecommunication Department is an industry and hence the reference is maintainable. Adv. Shri E. P. Badri Narayan, the learned counsel for the employer on the other hand submitted that the employer is well covered by the decision of the Supreme Court in the case of Shri T. Joseph (Supra) wherein it has been held that the Telecommunication Department is not an industry. He submitted that in view of the decision of the Supreme Court, the reference is liable to be rejected as the dispute referred is not an industrial dispute.

8. I have carefully considered the submissions made by both the learned counsels. Under the provision of the I. D. Act, only an industrial dispute can be referred by the Government for adjudication by the Tribunal. The dispute or the difference to come within the purview of the I. D. Act must be industrial i.e. it must relate to “Industry” as defined in Sec. 2(j) of the I. D. Act. A private dispute or a dispute between the parties who do not constitute an industry within the meaning of the I. D. Act is not an industrial dispute within the meaning of Sec. 2-K. Therefore, in order that a dispute be an industrial, the concerned establishment must fall within the meaning of the “industry” as defined in the I. D. Act. Therefore, the question is whether the employer, namely, the telecommunication Department is an industry within the meaning of the Industrial Disputes Act.

9. The employer has relied upon the decision of the Supreme Court in the case of Shri T. Joseph to show that the employer is not an industry. The contention of Adv. Kholkar, the learned counsel for the workman is that the said decision of the Hon'ble Supreme Court is not applicable to the present case. I have gone through the said decision and I do not agree with the contention of Adv. Shri Kholkar. I am of the view that the said decision squarely applies to the present case. It is the contention of Adv. Kholkar that the Hon'ble Supreme Court held that Postal and Telecommunication Department is not an industry because Shri T. Joseph was recruited as a packer and he being an Extra Departmental Agent, CCS(CCA) Rules were not applicable to him and his service conditions were governed by Rules in Sec. 3 of Compilation of Service Rules for Extra-Departmental Staff in Postal Department and as such he was a Civil Servant and not a workman under the I. D. Act. This contention of Adv. Kholkar is incorrect. The Hon'ble Supreme Court did not hold Postal and Telecommunication department as not an industry on the ground as stated by Adv. Kholkar. Whether the establishment is an industry or not depends upon the nature of the activities carried on by the said establishment and not upon the nature of the duties performed by person or the capacity in which he was employed or the rules by which he was governed. The reasons for holding Postal and Telecommunications Department as not an industry have been given by the Hon'ble Supreme Court in Para 6 of its Judgment which reads as follows :—

“Having regards to the contention, the question arises whether the appellant is an Industry ? India as a sovereign, socialist, secular democratic republic has to establish an egalitarian social order under rule of law. The welfare measures partake the character of sovereign functions and the traditional duty to maintain law and order is no longer the concept of the State. Directive principles of State policy enjoin on the State diverse duties under part IV of the Constitution and the performance of the duties are constitutional functions. One of the duties of the State is to provide telecommunication service to the general public and an amenity, and so

is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry."

10. Therefore, from the above Judgment, it can be seen that the Hon'ble Supreme Court held that the Postal and Telecommunication department is not an industry because it held that it is the duty of the State to provide Telecommunication service to the general public and an amenity and it is essential part of the sovereign functions of the State as a welfare State. In view of this decision of the Hon'ble Supreme Court, it is now a settled law that the Telecommunication department is not an industry within the meaning of the Industrial Disputes Act, 1947. This being the case, I hold that the employer, Telecommunication Department is not an industry within the meaning of Sec. 2(j) of the Industrial Disputes Act, 1947. In the circumstances, the present dispute which is referred by the Government is not an industrial dispute within the meaning of Sec. 2-K of the I. D. Act, 1947 and consequently, the reference is liable to be rejected.

11. Since, it has been held by me that the dispute referred by the Government for adjudication is not an industrial dispute and consequently, the reference is liable to be rejected, the question of giving findings on the other issues does not arise and consequently, the workman is not entitled to any relief. Hence, I answer the issues accordingly. In the circumstances, I pass the following order :—

### ORDER

It is hereby held that the dispute referred by the Central Government is not an industrial dispute as the Telecommunication Department is not an industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947. It is, therefore, held that the reference made by the Central Government is bad in law and hence rejected.

No order as to costs.

Inform the Central Government accordingly about the passing of the Award.

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 22 अगस्त, 1997

का.प्र. 2279.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टैलीकाम डिस्ट्रिक्ट मैनेजर, पणजी गोआ, के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पणजी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-97 को प्राप्त हुआ था।

[सं. एल-40012/40/93/आईआर (डीयू)]  
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 22nd August, 1997

S.O. 2279.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Panaji as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom District Manager, Panaji Goa and their workman, which was received by the Central Government on 22-8-1997.

[No. L-40012/40/93-IR (DU)]

K. V. B. UNNY, Desk Officer

### ANNEXURE

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF  
GOA AT PANAJI

(BEFORE SHRI AJIT J. AGNI, HON'BLE PRESIDING  
OFFICER)

Ref. No. IT/76/94

Shri Basavaraj, Yamanappa Hannur,  
C/o A. S. Kori, L/M,  
Office of Sub-Divisional Office (Phones), Margao  
Goa .. Workman/Party I

V/s

The Telecom District Manager,  
Department of Telecommunication,  
Panaji Goa .. Employer/Party II(1)

The Sub-Divisional Officer (Phones)  
Margao Goa .. Employer/Party II(2)

Workman/Party I—Represented by Adv. P. A. Kholkar.

Employer/Party II—Represented by Adv. E. P. Badri  
Narayan.

Dated, the 1st August, 1997

### AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and Sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government by order bearing No. L-40012/40/93-IR (DU) dated 25-7-1994 referred the following dispute for adjudication by this Tribunal :

"Whether the action of the Department of Telecom Distt. Manager, Goa and SDO Phones, Margao Goa, in stopping from services to Shri Basavaraj Yamanappa Hannur, Ex-casual Mazdoor w.e.f. 30-11-1986 is proper, legal and justified? If not, to what relief the workman concerned is entitled to?"

2. On receipt of the reference, a case was registered under No. IT/78/94 and registered A/D notice were issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (For short "Workman") filed his statement of claim which is at Exb. 6. The case of the workman in short is that he was employed as a casual mazdoor at Margao in the year October 1985 and worked continuously upto November 1986. From December 1986, the workman was not taken for work without complying with the provisions of Section 25-F of the I. D. Act, 1947. The workman thereafter, made a representation dated 13-12-90 to the Sub-Divisional Officer (Phones), Margao Goa bringing to his notice that the services of the workman were terminated illegally and in violation of Section 25-F of the I. D. Act, 1947. The workman also brought to the notice of the S.D.O. that his termination of service was contrary to the order and direction of the Supreme Court in Writ Petition No. 1250/89 whereby the Department of Telecommunication was directed to take back all the casual mazdoors who were discharged after 30-3-1985. Thereafter, the workman raised a dispute before the Assistant Labour Commissioner (Central) at Vasco by his representation dated 19-9-92. The Employer/Party II (For short "Employer") filed their reply before the Asst. Labour Commissioner (Central) at Vasco. The conciliation proceedings held before the Asst. Labour Commissioner (Central) at Vasco, resulted in failure and conse-

quently, a failure report dated 15-1-93 was submitted to the Ministry of Labour. The contention of the workman is that the employer terminated his services w.e.f. 1-12-86 without complying with the provision of Section 25-F of the I. D. Act, 1947, and also without following the direction given by the Supreme Court in Writ Petition No. 1280/89. The workman therefore, stated that he is entitled to reinstatement in service with full back wages from 1-12-86 and all other consequential benefits and the reliefs claimed by him in his statement of claim.

3. The employer filed their written statement at Exb. 7. The employer stated that the workman was removed from service as per the policy of the DOT and the workman was paid notice pay and hence he was not entitled to any reliefs. The employer stated that the removal of the workman from service was governed by the Agreement in R.C.M. between the Administration and the Union wherein it was agreed that these Casual Mazdoors who were recruited after 7-5-85 would be removed from service. The employer stated that the workman has failed to justify as to why he kept quiet during the period from 1986 to 1990 and further stated that the workman is now trying to take some advantage of some circular issued by the DoT regarding the guidelines for grant of temporary status to Casual Mazdoors. The employer admitted that the workman made a representation to the Asst. Labour Commissioner (Central) Vasco da Gama and that a failure report was submitted by him to the Ministry of Labour. The employer stated that there is no dispute within the meaning of the I. D. Act as the workman has been removed from service as per the circular issued by the DoT and the workman did not raise any dispute from the time he left the job in the year 1986 till the year 1990. The employer stated that the Judgment of the Supreme Court in Writ Petition No. 1280/89 is not applicable to the workman. The employer further stated that the workman is not entitled to any reliefs as claimed by him in the statement of claim and the reference is liable to be rejected.

4. On the pleadings of the parties, following issues were framed at Exb. 8.

1. Whether Party I proves that Party II did not comply with the provisions of Section 25-F of the I. D. Act, 1947 and hence the termination of his services by the Party II is illegal?
2. Whether the Party I proves that the termination of his services by the Party II w.e.f. 30-11-86 is illegal, improper and unjustified?
3. Whether the Party II proves that the termination of the services of Party II w.e.f. 30-11-86 is in terms of the Agreement between the Administration and the union?
4. Whether the Party I is entitled to any relief?
5. What Award?
5. My findings on the issues are as follows :—  
Issue No. 1—Does not arise  
Issue No. 2—Does not arise  
Issue No. 3—Does not arise  
Issue No. 4—In the negative  
Issue No. 5—As per order below.

6. After the issues were framed, the parties submitted that they should be permitted to file affidavit evidence and they further submitted that they would not cross examine each other's witness. Consequently, both the parties filed affidavit evidence and also produced documents in support of their claim. Thereafter, both the parties filed written statement which are on record. In the written arguments filed by the employer, reference was made to the decision of the Supreme Court in the case of Sub-Divisional Inspector of Post, Vaikam and others V/s. Theyyum Joseph and others reported in 1996 (2) Supreme 487 (AIR 1996 SC 1271—1996 Lab IC 1059). In this case, the Hon'ble Supreme Court has held that the Postal and Telecommunication Department is not an industry. Therefore, though there is no specific pleading from the employer in the written statement that it is not an industry and therefore, reference is not maintainable, still since the

said issue goes to the root of the matter, following issue arises and parties were heard on the same issue.

"Whether the Telecommunication Department is an "industry" and whether the dispute referred is an industrial dispute?"

7. Adv. Shri Kholkar, the learned counsel for the workman submitted that the decision of the Supreme Court in the case of T. Joseph (Supra) is not applicable to the present case because the facts involved in the present case are different. He submitted that the Supreme Court held that the Postal and Telecommunication Department is not an industry in the facts and circumstances of that case, being that Shri T. Joseph was recruited as a Packer and was an Extra Department Agent. He submitted that the appointment of these Extra Departmental Agents are regulated under the statutory instructions issued by the Director General of Postal and Telecommunications from time to time and even the CCA (CCS) Rules are not applicable to them and further, their service conditions are governed by the Rules in Section III of Compilation Service Rules for Extra Departmental staff in Postal Department and hence they are Civil servants and not workmen under the Industrial Disputes Act. He therefore, submitted that the employer, Telecommunication Department is an industry and hence the reference is maintainable. Adv. Shri E. P. Badri Narayan, the learned counsel for the employer on the other hand submitted that the employer is well covered by the decision of the Supreme Court in the case of Shri T. Joseph (Supra) wherein it has been held that the Telecommunication Department is not an industry. He submitted that in view of the decision of the Supreme Court, the reference is liable to be rejected as the dispute referred is not an industrial dispute. I have carefully considered the submissions made by both the learned counsels. Under the provision of the Industrial Dispute Act, only an industrial dispute can be referred by the Government for adjudication by the Industrial Tribunal. The dispute or the difference to come within the purview of the Industrial Dispute Act must be industrial i.e. it must relate to "Industry" as defined in Section 2(j) of the I. D. Act. A private dispute or a dispute between the parties who do not constitute an industry within the meaning of the I. D. Act is not an industrial dispute within the meaning of Section 2-K. Therefore, in order that a dispute be an industrial, the concerned establishment must fall within the meaning of the "industry" as defined in the I.D. Act. Therefore, the question is whether, the employer, namely, the Telecommunication Department is an industry within the meaning of the I.D. Act.

The employer has relied upon the decision of the Supreme Court in the case of Shri T. Joseph to show that the employer is not an industry. The contention of Adv. Kholkar, the learned counsel for the workman is that the said decision of the Hon'ble Supreme Court is not applicable to the present case. I have gone through the said decision and I do not agree with the contention of Adv. Shri Kholkar. I am of the view that the said decision squarely applies to the present case. It is the contention of Adv. Kholkar that the Hon'ble Supreme Court held that the Postal and Telecommunication Department is not an industry because Shri T. Joseph was recruited as a packer and he being an Extra Departmental Agent, CCS (CCA) Rules were not applicable to him and his service conditions were governed by Rules in Section 3 of Compilation of Service Rules for Extra-Departmental Staff in Postal Department and as such he was a Civil servant and not a workman under the I.D. Act. This contention of Adv. Kholkar is incorrect. The Hon'ble Supreme Court did not hold Postal and Telecommunications Department as not an industry on the ground as stated by Adv. Kholkar. Whether the establishment is an industry or not depends upon the nature of the activities carried on by the said establishment and not upon the nature of the duties performed by person or the capacity in which he was employed or the rules by which he was governed. The reasons for holding Postal and Telecommunications Department as not an industry have been given by the Hon'ble Supreme Court in Para 6 of its Judgment which reads as follows :—

"Having regards to the contention, the question arises whether the appellants are an Industry? India as a sovereign, socialist, secular democratic republic has to establish an egalitarian social order under rule of law. The welfare measures partake the character of sovereign functions and the traditional duty to

maintain law and order is no longer the concept of the State. Directive principles of State policy enjoin on the State diverse duties under part IV of the Constitution and the performance of the duties are constitutional functions. One of the duties of the State is to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry."

Therefore from the above Judgment, it can be seen that the Hon'ble Supreme Court held that the Postal and Telecommunication Department is not an industry because it held that it is the duty of the State to provide telecommunication service to the general public and an amenity and it is essential part of the sovereign functions of the State as a welfare state. In view of this decision of the Hon'ble Supreme Court, it is now a settled law that the telecommunication department is not an industry within the meaning of the Industrial Disputes Act, 1947. This being the case, I hold that the employer, Telecommunication Department is not an industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947. In the circumstances, the present dispute which is referred by the Government is not an industrial dispute within the meaning of Section 2-K of the I.D. Act, 1947 and consequently, the reference is liable to be rejected.

8. Since it has been held by me that the dispute referred by the Government for adjudication is not an industrial dispute and consequently, the reference is liable to be rejected, the question of giving findings on the other issues does not arise and consequently, the workman is not entitled to any relief. Hence, I answer the issues accordingly. In the circumstances, I pass the following order:—

#### ORDER

It is hereby held that the dispute referred by the Central Government is not an industrial dispute as the Telecommunication Department is not an industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947. It is therefore, held that the reference made by the Central Government is bad in law and hence rejected.

No Order as to costs.

Inform the Central Government according about the passing of the Award

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 22 अगस्त, 1997

का.आ. 2280.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलेकाम डिस्ट्रिक्ट मैनेजर, पणजी रोआ के प्रबन्धन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पणजी के पंचाट को करती है, जो केन्द्रीय प्रकाशित सरकार को 22-8-97 को प्राप्त हुआ था।

[नं. एन-40012/41/93-आई आर (डी यू)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 22nd August, 1997

S.O. 2280.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Panaji as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom District Manager, Panaji Goa and their workman, which was received by the Central Government on the 22-8-97.

[No. L-40012/41/93-IR(DU)]

K.V.B. UNNY, Desk Officer

#### ANNEXURE

#### IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF INDIA

#### AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/77/94

Shri Mahatma A. Gaude,  
Madkai Goa.

.. Workman/Party I

V/S.

The Telecom District Manager,  
Department of Telecommunication,  
Panaji Goa.

.. Employee/Party II

Workman/Party I—Represented by Adv. Shri P. A. Kholkar.

Employer/Party II—Represented by Adv. E. P. Badri Narayan.

Dated : 17-7-1997

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government by order No. L-40012/41/95-IR (DU) dated 25-7-94 referred the following dispute for adjudication to this Tribunal.

"Whether the action of the Deptt. of Telecom Distt. Manager, Goa and Sub-Divisional Officer, Telegraphs, Ponda Goa in terminating the services of Shri Mahatma A. Gaude w.e.f 1-3-1986 is proper, legal and justified? If not, to what relief the workman concerned is entitled to?"

2. On receipt of the reference a case was registered under No. IT/77/94 and registered A/D notices were issued to the parties. In pursuance to the said notice, the parties put in their appearance. The workman/Party I (For short "workman") filed his Statement of claim which is at Exb. 5. The case of the workman in short is that he was employed as a Casual Mazdoor at Ponda on 1-6-1982 and he worked continuously upto 28-2-1986. On 1-3-1986, the Junior Engineer at Ponda told the workman verbally that there is no work and hence he need not come on duty. The services of the workman were terminated without complying with the provisions of Sec. 25-F of the Industrial Disputes Act, 1947. The workman thereafter, made a representation dated 27-5-1991 to the Sub-Divisional Officer, Telegraphs, Ponda. In the said representation, the workman brought to the notice of the S.D.O. (Telegraphs), that his termination was illegal and was in violation of Sec. 25-F of the I. D. Act, 1947 and also contrary to the directions given by the Supreme Court in Writ Petition No. 1280/89 to the department of telecommunications to take back all the Casual Mazdoors who have been discharged from 30-3-85. Thereafter, the workman raised an Industrial Dispute with the Assistant Labour Commissioner (Central) at Vasco da Gama by letter dated 21-9-92. The conciliation proceedings held by the Asstt. Labour Commissioner (Central) resulted in failure and a failure report was submitted to the Ministry of Labour. The workman contended that since he had worked for more than 240 days continuously, the termination of his services is illegal being in violations of provision of Sec-25-F of the I. D. Act, 1947. The workman also contended that the termination of his services is also illegal being in violations given by the Supreme Court in Writ Petition No 1280/89. The workman therefore, prayed that he was entitled to be reinstated with full back wages from 1-3-86 and all other consequential reliefs claimed in the statement of Claim.

3. The Employer/Party II (For short "Employer") filed written Statement which is at exb. 6. The employer stated that the workman abandoned the work of his own and therefore, he is not entitled to any reliefs as claimed by him. The employer denied

that the workman was told verbally not to come for work. The employer stated that the workman abandoned the work as early as on July 1983 and made a representation only in the year 1991 and he was now trying to take advantage of some circular issued by the Department of Telecommunications regarding the guidelines for grant of temporary status to Casual Mazdoors. The employer stated that the directions given by the Supreme Court in the Writ Petition are not applicable to the workman. The employer admitted that the Conciliation Proceedings were held by the Asst. Labour Commissioner (Central) at Vasco and a failure report was submitted by the Asst. Labour Commissioner. The employer stated that there is no dispute within the meaning of I.D. Act as the workman left the services of his own in the year 1983 and did not communicate with the department. The employer stated that the workman is not entitled to any reliefs as claimed by him and the reference is liable to be dismissed.

4. On the pleadings of the parties, following issues were framed at Exh. 7.

1. Whether Party I proves that party II terminated his services w.e.f. 1-3-1986?
  2. Whether Party I proves that Party II did not comply with the provisions of Sec. 25-F of the I.D. Act, 1947 and the termination of his services is illegal?
  3. Whether Party I proves that the termination of his services by the party II w.e.f. 1-3-86 is illegal, improper and unjustified?
  4. Whether the Party II proves that Party I voluntarily abandoned his services in July 1983?
  5. Whether Party I is entitled to any relief?
  6. What Award?
5. My findings on the issues are as follows :—
- Issue No. 1 :—Does not arise
- Issue No. 2 :—Does not arise
- Issue No. 3 :—Does not arise
- Issue No. 4 :—Does not arise
- Issue No. 5 :—In the negative
- Issue No. 6 :—As per order below.

#### REASONS

6. After the issues were framed, the parties submitted that they should be permitted to file affidavit evidence and they further submitted that they would not cross examine each other's witness. Consequently, both the parties filed affidavit evidence and also produced documents in support of their claim. Thereafter, both the parties filed written arguments which are on record. In the written arguments filed by the employer, reference was made to the decision of the Supreme Court in the case of Sub-Divisional Inspector of Post, Vaikam & others V/s. Thayyum Joseph and others reported in 1996 (2) Supreme (AIR 1996 SC 1271—1996 Lab IC 1059). In this case, the Hon'ble Supreme Court has held that the postal and Telecommunications Department is not an industry. Therefore, though there is no specific pleading from the employer in the written statement that it is not an industry and therefore, reference is not maintain-

able, still, since the said issue goes to the root of the matter, following issue arises and parties were heard on the same issue.

“Whether the Telecommunication Department is an “industry” and whether the dispute referred is an industrial dispute?”

Adv. Shri Kholkar, learned counsel for the workman submitted that the decision of the Supreme Court in the case of T. Joseph (Supra) is not applicable to the present case because the facts involved in the present case are different. He submitted that the Supreme Court held that the postal and Telecommunication Department is not an industry in the facts and circumstances of that case, being that Shri T. Joseph was recruited as a Packer and was an Extra Departmental Agent. He submitted that the appointments of these extra departmental agents are regulated under the statutory instructions issued by the Director General of Postal and Telecommunications from time to time and even the CCS (CCA) Rules are not Applicable to them and further, their service conditions are governed by the Rules in Sec. III of Compilation Service Rules for extra departmental staff in Postal Department and hence they are Civil Servants and not workmen under the Industrial Disputes Act. He therefore, submitted that the employer, telecommunication department is an industry and hence the a reference is maintainable. Adv. Shri E. P. Badri Narayan, learned counsel for the employer on the other hand submitted that the employer is well covered by the decision of the Supreme Court in the case of Shri T. Joseph (Supra) wherein it has been held that the telecommunication department is not an industry. He submitted that in view of the decision of the Supreme Court, the reference is liable to be rejected as the dispute referred is not an industrial dispute. I have carefully considered the submissions made by both the learned counsels. Under the provision of the Industrial Disputes Act, only an industrial dispute can be referred by the Government for adjudication by the Industrial Tribunal. The dispute or the difference to come within the purview of the I. D. Act must be industrial i.e. it must relate to “Industry” as defined under Sec. 2(i) of the I. D. Act. A private dispute or a dispute between the parties who do not constitute an industry within the meaning of the I. D. Act is not an industrial dispute within the meaning of Sec. 2-K. Therefore, in order that the dispute be an industrial dispute, the concerned establishment must fall within the meaning of industry as defined under the Industrial Dispute Act. Therefore, the question is whether the employer, namely the Telecommunication Department is an industry within the meaning of the I. D. Act.

The employer has relied upon the decision of Supreme Court in the case of Shri T. Joseph to show that the employer is not an industry. The contention of Adv. Shri Kholkar, the learned counsel for the workman is that the said decision of the Hon'ble Supreme Court is not applicable to the present case. I have gone through the said decision and I do not agree with the contention of Adv. Shri Kholkar. I am of the view that the said decision squarely applies to the present case. It is the contention of Adv. Shri Kholkar that the Hon'ble Supreme Court held that the Postal and Telecommunication department is not an industry

because Shri T. Joseph was recruited as a packer and he being an extra departmental agent, CCS (CCA) Rules were not applicable to him and his services conditions were governed by Rules in Sec. 3 of Compilation and Service Rules for extra departmental staff in postal department and as such he was a Civil Servant and not a workman under the Industrial Disputes Act. This contention of Adv. Shri Kholkar is incorrect. The Hon'ble Supreme Court did not hold Postal and Telecommunications department as not an industry on the ground as stated by Adv. Shri Kholkar. Whether the establishment is an industry or not depends upon the nature of the activities carried on by the said establishment and not upon the nature of the duties performed by persons or the capacity in which he was employed or the rules by which he was governed. The reasons for holding Postal and Telecommunication department as not an industry have been given by the Hon'ble Supreme Court in para 6 of its Judgement which reads as follows :—

“Having regard to the contention, the question arises whether the appellant is an Industry? India as a sovereign, socialist, secular democratic republic has to establish an egalitarian social order under rule of law. The welfare measures partake the character of sovereign functions and the traditional duty to maintain law and order is no longer the concept of the State. Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duties of the State is to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry.”

Therefore from the above Judgment, it can be seen that the Hon'ble Supreme Court held that the Postal and Telecommunication department is not an industry because it held that it is the duty of the State to provide telecommunication service to the general public and amenity and it is essential part of the sovereign functions of the State as a welfare State. In view of this decision of the Hon'ble Supreme Court, it is now a settled law that the telecommunication department is not an industry within the meaning of the Industrial Disputes Act, 1947. This being the case I hold that the employer, Telecommunication department is not an industry within the meaning of Sec. 2(j) of the Industrial Disputes Act, 1947. In the circumstances, the present dispute which is referred by the Government is not an industrial dispute within the meaning of Section 2-K of the Industrial Disputes Act, 1947 and consequently, the reference is liable to be rejected.

7. Since it has been held by me that the dispute referred by the Government for adjudication is not an industrial dispute and consequently, the reference is liable to be rejected, the question of giving findings on the other issues does not arise and consequently, the workman is not entitled to any relief. Hence, I answer the issues accordingly. In the circumstances, I pass the following order.

## ORDER

It is hereby held that the dispute referred by the Central Government is not an industrial dispute as the Telecommunication department is not an industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947. It is therefore held that the reference made by the Central Government is bad in law and hence rejected.

No order as to cost.

Inform the Central Government accordingly.

AJIT J. AGHI, Presiding Officer.

नई दिल्ली, 22 अगस्त, 1997

का. आ. 2281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिस्ट्रिक्ट मैनेजर, पणजी गोआ के प्रबन्धत्व के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पणजी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-97 को प्राप्त हुआ था।

[सं. एल.-40012/111/93-आई. आर. (जी.वू.)]

के. वी. बी. उण्णी, हेडक्वार्टर अधिकारी

New Delhi, the 22nd August, 1997

S.O. 2281.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Panaji as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom District Manager, Panaji Goa and their workman, which was received by the Central Government on 22-8-97.

[No. L-40012/111/93-IR(DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

### IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA, AT PANAJI

(Before Shri Ajit J. AGNI, Hon'ble Presiding Officer)

Ref. No. IT/109/94

Shri Yadu Nana Gaude,  
Asgonwada, Madkai,  
PO : Mardol Goa.

.. Workman/Party I

V/s.

The Telecom District Manager,  
Panaji Goa.

.. Employer/Party II(I)

The Sub-Divisional Officer,  
(Telegraphs),  
Panaji Goa.

.. Employer/Party II(1)

Workman/Party I—Represented by Adv. P. A. Kholkar.

Employer/Party II—Represented by Adv. E. P. Badri Narayan.

Dated : 4-8-97

Dated : 4th August, 1997

## AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government by order bearing No. L-40012/111/93-IR(DU) dated 30-9-94 referred the following dispute for adjudication by this Tribunal :—

“Whether the action of the management of Telecom District Manager, Panaji Goa, Matias Plaza Bldg., Panaji Goa and the Sub-Divisional Officer, Telegraph, Ponda (Goa) in terminating the services of Shri Yadu Nanu Gaude R/o Asgonwada, Madkai, P.O. Mardol Goa w.e.f. 1-1-1984 is proper, legal and justified? If not, to what relief the workman is entitled?”

2. On receipt of the reference, a case was registered under No. IT/109/94 and registered AD notices were issued to the parties. The workman/party I (For short “Workman”) filed his statement of claim which is at Exh. 3. The case of the workman in short is that he was appointed as a Casual Mazdoor at Ponda. The workman was verbally told not to report for work from 1-1-1984 thereby terminating his services without complying with the provision of Sec. 25-F of the Industrial Dispute Act, 1947. The workman made a representation dated 27-5-91 to the Sub-Divisional Officer (Telegraphs), Ponda. The workman contended in the said representation that his services were terminated illegally in violation of Section 25 F of the I.D. Act, 1947 and contrary to the directions given by the Supreme Court to the DoT to take back all the casual mazdoors who have been discharged after 30-3-85. The said directions were given by the Supreme Court in Writ Petition No. 1280/89. Thereafter, the workman raised an industrial dispute before the Assistant Labour Commissioner (Central) Vasco da Gama by letter dated 21-9-92. The Asst. Labour Commissioner held conciliation proceedings, and as the same resulted in failure, the Asst. Labour Commissioner submitted his failure report dated 17-6-96 to the Ministry of Labour. The contention of the workman is that he has worked for more than 240 days prior to the date of termination of his services and since his termination is in violation of Section 25 F of the I.D. Act, 1947 and the directions given by the Supreme Court in Writ Petition No. 1280/89, the termination of his services by the Employer/Party II (For Short “Employer”) is illegal and unjustified. The workman therefore, claimed that he is entitled to be reinstated with full back wages and all other consequential benefits and the relief claimed by him in his statement of claim.

3. The Employer filed written statement which is at Exh. 5. The employer stated that the services of the workman were not terminated, but he voluntarily abandoned the work in December 1983. The employer denied that the services of the workman were retrenched. The employer stated that the workman has not explained for the delay in raising the dispute and further stated that the claim of the workman is ill-motivated with the sole object to take undue advantage of the circular issued by the DoT for granting temporary status. The employer stated that the said circular is not applicable to the workman nor the directions given by the Supreme Court in the said Writ Petition are applicable to him. The employer stated that there is no industrial dispute within the meaning of the I.D. Act, 1947 as the workman left the services of his own and did not communicate with the department though he left the services in the year 1983. The employer denied that the services of the workman were terminated and stated that the workman is not entitled to any of the reliefs claimed by him in the statement of claim.

4. On the pleadings of the parties, following issues were framed at Exh. 6 :

1. Whether Party I proves that Party II terminated his services with effect from 1-1-1984 ?
2. Whether Party I proves that Party II did not comply with the provisions of Sec. 25-F of the I.D. Act, 1947 and hence the termination of his service is illegal ?
3. Whether Party I proves that the termination of his services by the Party II w.e.f. 1-1-84 is illegal, improper and unjustified ?
4. Whether Party II proves that the Party I voluntarily abandoned his services in December 1983 ?

5. Whether Party I is entitled to any relief ?

6. What Award ?

5. My findings on the issues are as follows :—

Issue No. 1 :—Does not arise

Issue No. 2 :—Does not arise

Issue No. 3 :—Does not arise

Issue No. 4 :—Does not arise

Issue No. 5 :—In the negative

Issue No. 6 :—As per order below.

6. After the issues were framed, the parties submitted that they should be permitted to file affidavit evidence and they further submitted that they would not cross examine each other's witness. Consequently, both the parties filed affidavit evidence and also produced documents in support of their claim. Thereafter, both the parties files written arguments which are on record. In the written argument filed by the employer, reference was made to the decision of the Supreme Court in case of Sub-Divisional Inspector of Post, Vailankam, and others Vs. Theyyum Joseph and others reported in 1996(2) Supreme 487 (AIR 1996 1271=1996 LAB IC 1059). In this case, the Hon'ble Supreme Court has held that the Postal and Telecommunication Department is not an industry. Therefore, though there is no specific pleading from the employer in the written statement that it is not an industry and therefore, reference is not maintainable, still since the said issue goes to the root of the matter, following issue arises and parties were heard on the same issue.

“Whether the Telecommunication Department is an “industry” and whether the dispute referred is an industrial dispute?”

7. Adv. Shri Kholkar, the learned counsel for the workman submitted that the decision of the Supreme Court in the case of T. Joseph (Supra) is not applicable to the present case because the facts involved in the present case are different. He submitted that the Supreme Court held that the Postal and Telecommunication Department is not an industry in the facts and circumstances of that case, being that Shri T. Joseph was recruited as a Packer and was an Extra Departmental Agent. He submitted that the appointments of these Extra Departmental Agents are regulated under the statutory instructions issued by the Director General of Postal and Telecommunications from time to time and even the CCA (CCS) Rules are not applicable to them and further, their service conditions are governed by the Rules in Section III of Compilation Service Rules for Extra Departmental staff in Postal Department and hence they are Civil Servants and not workmen under the Industrial Disputes Act. He therefore, submitted that the employer, Telecommunication Department is an industry and hence the reference is maintainable.

Advocate Shri E. P. Badri Narayan, the learned counsel for the employer on the other hand submitted that the employer is well covered by the decision of the Supreme Court in the case of Shri T. Joseph (Supra) wherein it has been held that the Telecommunication Department is not an industry. He submitted that in view of the decision of the Supreme Court, the reference is liable to be rejected as the dispute referred is not an industrial dispute.

8. I have carefully considered the submissions made by both the learned counsels. Under the provision of the Industrial Disputes Act, only an industrial dispute can be referred by the Government for adjudication by the Industrial Tribunal. The dispute or the difference to come within the purview of the Industrial Dispute Act must be industrial i.e. it must relate to "Industry" as defined in Section 2(j) of the I. D. Act. A private dispute or a dispute between the parties who do not constitute an industry within the meaning of the I.D. Act is not an industrial dispute within the meaning of Section 2-N. Therefore, in order that a dispute be an industrial, the concerned establishment must fall within the meaning of the "industry" as defined in the I. D. Act. Therefore, the question is whether, the employer, namely, the Telecommunication Department is an industry within the meaning of the I.D. Act.

9. The employer has relied upon the decision of the Supreme Court in the case of Shri T. Joseph to show that the employer is not an industry. The contention of Advocate Kholkar the learned counsel for the workman is that the said decision of the Hon'ble Supreme Court is not applicable to the present case. I have gone through the said decision and I do not agree with the contention of Advocate Shri Kholkar. I am of the view that the said decision squarely applies to the present case. It is the contention of Advocate Shri Kholkar that the Hon'ble Supreme Court held that the Postal and Telecommunication Department is not an industry because Shri T. Joseph was recruited as a packer and he being an Extra Departmental Agents, CCS (CCA) Rules were not applicable to him and his service conditions were governed by Rules in Section 3 of Compilation of Service Rules for Extra Departmental Staff in Postal Department and as such he was a Civil Servant and not a workman under the I. D. Act. This contention of Advocate Kholkar is in correct. The Hon'ble Supreme Court did not hold Postal and Telecommunications Department as not an industry on the ground as stated by Advocate Kholkar. Whether the establishment is an industry or not depends upon the nature of the activities carried on by the said establishment and not upon the nature of the duties performed by person or the capacity in which he was employed or the rules by which he was governed. The reasons for holding Postal and Telecommunications

Department as not an industry have been given by the Hon'ble Supreme Court in Para 6 of its Judgment which reads as follows :—

"Having regards to the contention, the question arises whether the appellant is as Industry? India as a sovereign, socialist, secular democratic republic has to establish an egalitarian social order under rule of law. The welfare measures partake the character of sovereign functions and the traditional duty to maintain law and order is as longer the concept of the State. Directive principles of State policy enjoin on the State diverse duties under para IV of the Constitution and the performance of the duties are constitutional functions. One of the duties of the State is to provide Telecommunication service to the general public and as amenity, and so is one essential part of the sovereign functions of the State as welfare State. It is not, therefore, an industry."

10. Therefore, from the above Judgment, it can be seen that the Hon'ble Supreme Court held that the Postal and Telecommunication Department is not an Industry because it held that it is the duty of the State to provide telecommunication service to the general public and amenity and it is essential part of the sovereign functions of the State as a welfare State. In view of the decision of the Hon'ble Supreme Court, it is now a settled law that the telecommunication department is not an industry within the meaning of the I.D. Act, 1947. This being the case, I hold that the employer. Telecommunication Department is not an industry within the meaning of Sec. 2(j) of the I. D. Act, 1947. In the circumstances, the present dispute which is referred by the Government is not an industrial dispute within the meaning of Sec. 2-N of the I. D. Act, 1947 and consequently, the reference is liable to be rejected.

11. Since it has been held by me that the dispute referred by the Government for adjudication is not an industrial dispute and consequently, the reference is liable to be rejected, the question of giving findings on the other issues does not arise and consequently, the workmen is not entitled to any relief. Hence, I answer the

issue accordingly. In the circumstances, I pass the following order :—

### ORDER

It is hereby held that the dispute referred by the Central Government is not an industrial dispute as the Telecommunication Department is not an industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947. It is therefore, held that the reference made by the Central Government is bad in law and hence rejected.

No order as to costs.

Inform the Central Government accordingly about the passing of the Award.

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 22 अगस्त, 1997

का. आ. 2282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिस्ट्रिक्ट मैनेजर, पणजी गोवा के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पणजी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-97 को प्राप्त हुआ था।

[सं. एल.-40012/141/93-आई. आर. (डी यू. के. बी. बी. उण्णी, डेस्क अधिकारी

New Delhi, the 22nd August, 1997

S.O. 2282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Panaji as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom. District Manager, Panaji Goa and their workman, which was received by the Central Government on 22nd August, 1997.

[No. L-40012/141/93-IR (DU)]

K. V. B. UNNY, Desk Officer

### ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GOVERNMENT OF GOA, AT PANAJI  
(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Reference No. IT/115/94

Shri Satgunda Ramappa Kotagi,  
At Islampur, District Belgaum,  
Tal: Hukeri (591243). . . . . Workman/  
Party I

V/s.

The Telecom District Manager,  
Panaji, Goa. . . . . Employer/  
Party II

Workman/Party I represented by Advocate  
Shri P. A. Kholkar.

Employer/Party II represented by Advocate  
Shri B. P. Badri Narayan.

Dated: 6th August, 1997

### AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) of Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government by order bearing No. L-40012/141/93-IR (DU) dated 8th December, 1994 referred the following dispute for adjudication by this Tribunal:

"Whether the action of the Department of Telecom District Manager, Panaji Goa and Sub-Divisional Officer, Phones, Margao Goa in stopping from the services to Shri Satgunda Ramappa Kotagi. Ex-casual mazdoor w.e.f. 1st November, 1986 is proper, legal and justified? If not, to what relief the workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/115/94 and registered AD notices were issued to the parties. In pursuance to the said notice, the parties put in their appearance. The workman/Party I (For short "Workman") filed his statement of claim which is at Exb. 4. The case of the workman in short is that he joined the services of the Employer/Party II (For short "Employer") as Mazdoor on 1st July, 1985 under S.D.O.P. Margao and worked continuously upto 31st October, 1986. The workman was told not to report for work from 1st November, 1986 and thereafter, he made a representation to the SDOP Margao complaining about his illegal termination of service. Thereafter, the workman by letter dated 29th September, 1992 raised an industrial dispute before the Assistant Labour Commissioner (Central) Vasco da Gama. The conciliation proceeding held by the Assistant Labour Commissioner resulted in failure. The contention of the workman is that the termination of his service by the employer is in violation of the provision of Section 25-F of the I.D. Act, 1947, as also the same violates the instatement in service with full back wages and Petition No. 1280/89. The workman contended that he worked continuously for 240 days in 12 calendar months prior to the termination of his services. The workman therefore claimed for reinstatement in service with full back wages and other consequential reliefs as claimed in the statement of claim.

3. The employer filed written statement which is at Exb. 6. The employer stated that the workman was removed from service as per the policy of DOT and the workman was paid notice pay and therefore, the question of giving any reliefs to the workman does not arise. The employer stated that the removal of the mazdoor was governed by the Agreement in R.C.M. between the Administration and the Union of which NFTE is a constituent and in the said Agreement, it was agreed that those casual mazdoors recruited after 7th May, 1985 would be removed from service. The employer denied that the workman was told not to report for work from 1st November, 1986 and stated that the workman was removed as per the policy of the DOT which was agreed upon by the Union. The employer stated that the workman was trying to take advantage of some circular issued by the DOT regarding the guidelines for grant of temporary status to casual mazdoors. The employer stated that the said circular and the Judgment of the Supreme Court in Writ Petition No. 1280/89 is not Applicable to the workman. The employer further stated that there is no dispute within the meaning of the Industrial Dispute Act, 1947 as the workman has been removed from service as per the circular issued by the DoT and the workman did not raise any dispute from the time he left the job in 1986 till 1990 when for the first time after the issue of the circular by the Department of Telecommunication. The workman made the claim as regards illegal termination of his services. The employer stated that the workman is not entitled to any benefits or reliefs as claimed in the statement of claim and therefore, the claim of the workman is liable to be rejected with cost.

4. On the pleadings of the parties, following issues were framed at Exb. 8.

1. Whether Party I proves that he was employed with Party II from 1-7-85 and that he worked continuously for 485 days upto 31-10-86 which included 365 days upto June 1986 ?
2. Whether Party I proves that the action of Party II in stopping his services w.e.f. 1-11-86 is not proper, legal and justified ?
3. Whether Party II proves that the termination of the services of Party I was as per the policy of the D.O.T. and the Agreement executed between the Administration and the Union ?
4. Whether Party I is entitled to any relief ?
5. What Award ?
6. My findings on the issues are as follows:  
Issue No. 1 : Does not arise

Issue No. 2 : Does not arise

Issue No. 3 : Does not arise

Issue No. 4 : In the negative

Issue No. 5 : As per order below.

### REASONS

6. After the issues were framed, the parties submitted that they should be permitted to file affidavit evidence and they further submitted that they would not cross examine each other's witness. Consequently, both the parties filed affidavit evidence and also produced documents in support of their claim. Therefore, both the parties filed written arguments which are on record. In the written arguments filed by the employer, reference was made to the decision of the Supreme Court in case of Sub-Divisional Inspector of Post, Vailam, and others Vs Theyyem Joseph and others reported in 1996 (2) Supreme 487 (AIR 1996, 1271—1996 LAB IC 1959). In this case, the Hon'ble Supreme Court has held that the Postal and Telecommunication Department is not an industry. Therefore, though there is no specific pleading from the employer in the written statement that it is not an industry and therefore, reference is not maintainable, still, since the said issue goes to the root of the matter, following issue arises and parties were heard on the same issue.

“Whether the Telecommunication Department is an “industry” and whether the dispute referred is an industrial dispute ?”

7. Adv. Shri Kholkar, the learned counsel for the workman submitted that the decision of the Supreme Court in the case of T. Joseph (Supra) is not applicable to the present case because the facts involved in the present case are different. He submitted that the Supreme Court held that the Postal and Telecommunication Department is not an industry in the facts and circumstances of that case, being that Shri T. Joseph was recruited as a Packer and was an Extra Departmental Agent. He submitted that the appointment of these extra departmental agents are regulated under the statutory instructions issued by the Director General of Postal and Telecommunications from time to time and even the CCA (CCS) Rules are not applicable to them and further, their service conditions are governed by the Rules in Section III of Compilation of Service Rules for Extra Departmental Staff in Postal Department and hence they are civil servants and not workmen under the Industrial Disputes Act. He therefore, submitted that the employer/Telecommunication Department is an industry and hence the reference is maintainable. Adv. Shri E. P. Badri Narayan, the learned counsel for the employer on the other hand submitted that the employer is well covered by the decision of the

Supreme Court in the case of Shri T. Joseph (Supra) wherein it has been held that the Telecommunication Department is not an industry. He submitted that in view of the decision of the Supreme Court, the reference is liable to be rejected as the dispute referred is not an industrial dispute.

8. I have carefully considered the submissions made by both the learned counsels. Under the provision of the I.D. Act, only an industrial dispute can be referred by the Government for adjudication by the Industrial Tribunal. The dispute or the difference to come within the purview of the I.D. Act must be industrial i.e. it must relate to "Industry" as defined in Section 2(j) of the I.D. Act. A private dispute or a dispute between the parties who do not constitute an industry within the meaning of the Industrial Disputes Act is not an industrial dispute within the meaning of Section 2-K. Therefore, in order that a dispute be an industrial, the concerned establishment must fall within the meaning of the "industry" as defined in the I.D. Act. Therefore, the question is whether the employer, namely, the Telecommunication Department is an industry within the meaning of the Industrial Dispute Act.

9. The employer has relied upon the decision of the Supreme Court in the case of Shri T. Joseph to show that the employer is not an industry. The contention of Adv. Kholkar, the learned counsel for the workman is that the said decision of the Hon'ble Supreme Court is not applicable to the present case. I have gone through the said decision and I do not agree with the contention of Adv. Shri Kholkar. I am of the view that the said decision squarely applies to the present case, it is the contention of Adv. Shri Kholkar that the Hon'ble Supreme Court held that the Postal and Telecommunication Department is not an industry because Shri T. Joseph was recruited as a Packer and he being an extra departmental agent, CCS (CCA) Rules were not applicable to him and his service conditions were governed by Rules in Section 3 of Compilation of Service Rules for Extra Departmental Staff in Postal Department and as such he was a Civil Servant and not a workman under the I.D. Act. This contention of Adv. Kholkar is incorrect. The Hon'ble Supreme Court did not hold Postal and Telecommunication Department as not an industry on the ground as stated by Adv. Kholkar. Whether the establishment is an industry or not depends upon the nature of the activities carried on by the said establishment and not upon the nature of the duties performed by person or the capacity in which he was employed or the rules by which he was governed. The reasons for holding Postal and Telecommunication Department as not an industry have been given by the Hon'ble Supreme

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Court in Para 6 of its Judgment which reads as follows :—

"Having regards to the contention the question arises whether the appellant is an Industry ? India is a sovereign, socialist, secular democratic republic has to establish an egalitarian social order under rule of law. The welfare measures partake the character of sovereign functions and the traditional duty to maintain law and order is no longer the concept of the State. Directive principles of State policy enjoin on the State diverse duties under part IV of the Constitution and the performance of the duties are constitutional functions. One of the duties of the State is to provide Telecommunication service to the general public and as amenity, and so is one essential part of the sovereign functions of the State as welfare State, it is not, therefore, an industry."

10. Therefore, from the above Judgment, it can be seen that the Hon'ble Supreme Court held that the postal and Telecommunication department is not an industry because it held that it is the duty of the State to provide telecommunication service to the general public and amenity and it is essential part of the sovereign functions of the State as a welfare State. In view of this decision of the Hon'ble Supreme Court, it is now a settled law that the telecommunication department is not an industry within the meaning of the I.D. Act, 1947. This being the case, I hold that the employer, Telecommunication department is not an industry within the meaning of Section 2(j) of the I.D. Act, 1947. In the circumstances, the present dispute which is referred by the Government is not an industrial dispute within the meaning of Section 2-K of the I.D. Act, 1947 and consequently, the reference is liable to be rejected.

11. Since it has been held by me that the dispute referred by the Government for adjudication is not an industrial dispute and consequently, the reference is liable to be rejected, the question of giving findings on the other issues does not arise and consequently, the workman is not entitled to any relief. Hence, I answer the issue accordingly. In the circumstances, I pass the following order :—

#### ORDER

It is hereby held that the dispute referred by the Central Government is not an industrial dispute as the Telecommunication Department is not an industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947. It is therefore, held that the reference made by the Central Government is bad in law and hence rejected.

No order as to costs.

Inform the Central Government accordingly.

AJIT J. AGNI, Presiding Officer

नई दिल्ली 21, अगस्त, 1997

का. आ. 2283.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्राकाशित करती है जो केन्द्रीय सरकार को 21-8-97 को प्राप्त हुआ था।

[संख्या एल-12012/148/95-आई. आर. -  
बी. 2]  
सनातन, डेस्क अधिकारी

New Delhi, the 21st August, 1997

S.O. 2283.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on the 21-8-97.

[No. L-12012/148/95-IR (B-II)]  
SANATAN, Desk Officer

# ANNEXURE CENTRAL GOVERNMENT INDUSTRIAL AT CALCUTTA

Reference No. 23 of 1996

## PARTIES :

Employers in relation to the management  
of Central Bank of India, Calcutta.

AND

Their workmen.

## PRESENT :

Mr. Justice A.K. Chakravarty  
..... Presiding Officer.

## APPEARANCE :

On behalf of Management      None  
On behalf of Workman      None.  
State : West Bengal.      Industry : Banking.

## AWARD

By Order No. L-12012/148/95-IR(B-II) dated 26-7-1996 the Central Government in exercise of its powers under section 10(1) (d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication ;

“Whether the action of the management of Central Bank of India, South Regional Office, Calcutta in the regular the services of Shri

Kestodhan Naskar Part-time Water Boy/Casual Worker working in the Picnic Garden Branch is justified and legal? If not, to what relief is the said workman entitled?”

2. When the case was called out today, none of the parties appeared and no steps was taken by either of them in the case. On earlier occasions also, the parties did not turn up. It is clear from the record that the parties are not interested in the matter.

3. In the absence of any material for any decision of the issue under reference, this Tribunal has not other alternative but to pass a No Dispute Award.

A “No Dispute” Award is accordingly passed.

This is my Award.

A.K. CHAKRAVARTY, Presiding Officer  
Dated, Calcutta,  
The 6th August, 1997.

नई दिल्ली, 21 अगस्त, 1997

का. आ. 2284.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पलाकड के पंचपट को प्राकाशित करती है जो केन्द्रीय सरकार को 21-8-98 को प्राप्त हुआ था।

[संख्या एल-12012/344/95-आई. आर बी. II]

सनातन, डेस्क अधिकारी

New Delhi, the 21st August, 1997

S.O. 2284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Palakkad as shown in the Annexure, in the industrial dispute between the employert in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on the 21-8-97.

[No. L-12012/344/95-IR(B-II)]  
P.J. MICHAEL, Desk Officer

## ANNEXURE

# IN THE COURT OF THE INDUSTRIAL TRI- BUNAL, PALAKKAD

(Wednesday the 6th August, 1997/15th Sravana, 1919)

Present :

Shri B. Ranjit Kumar

Industrial Tribunal

Industrial Dispute No. : 15(97(C)

Between

The Regional Manager, Bank of Baroda, Regional Office (Kerala), Fort, Trivandrum-695 023.

AND

The Secretary Bank of Baroda Employees' Union, C/o. Bank of Baroda, M. G. Road, Ernakulam, Cochin-682 016.

## AWARD

The Government of India, Ministry of Labour as per Order No. L-12012/344/95-IR(B-II) dt. 4-3-97 referred the following issues for adjudication :

"Whether the action of the management of Bank of Baroda in not considering the request of transfer of Shri G.R. Iyer from Mathilakam branch to Erankulam area on the reasoning that the transfer policy is not yet evolved as per clause 2.4 of the bi-parite settlement dated 16-2-1991 is legal and justified? If not, to what relief the said workman is entitled?

(2) When this dispute came up for hearing on 4-8-97, the Union filed a statement stating that after the conciliation proceedings and while the matter was pending before the Government for consideration for adjudication, the Management Bank transferred the workman to Bank's Kalamassery Branch as requested for by him and he is satisfied with this transfer though it was done belately.

(3) In view of the above submission made by the Union, I find that at present there is no subsisting industrial dispute between the parties and the reference order is answered accordingly.

Dated this the 6th day of August, 1997.

B. RANJIT KUMAR, Industrial Tribunal

नई दिल्ली, 21 अगस्त, 1997

का. आ. 2285 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अन्वंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 21-8-97 को प्राप्त हुआ था।

[संख्या एल-12012/18/95-आई. आर. बी. II]

सनातन, डैस्क अधिकारी

New Delhi, the 21st August, 1997

S.O. 2285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on the 21-8-97.

[No. L-12012/18/95-IR(B-II)]

SANATAN, Desk Officer

## ANNEXURE

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 9 of 1996

Parties : Employeis in relation to the management of Union Bank of India

AND

Their Workmen

Present : Mr. Justice A.K. Chakravarty  
.....Presiding Officer.

Appearance :

On behalf of Management—Mr. R. Chowdhury,  
Advocate.

On behalf of Workmen None.

State : West Bengal. Industry : Banking.

## AWARD

By Order No. L-12012/18/95-IR(B-II) 26-3-1996/2-4-1996 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication ;

"Whether the demand made by the Union Bank Employees Union (NER), Guwahati on the management of Union Bank of India, Mumbai/ Calcutta for treating the promotion of Shri S. K. Panwar from sub-staff to Clerical cadre as against the general category quota is legal and justified? If so, what relief is the concerne workman entitled to?"

2. When the case is called out today, non-appears from either side. No step has been taken by the workmen for filing written statement even though today was fixed for the same as a last chance. It is clear from the record that the parties are not interested in the matter.

3. In the absence of any material for any decision of the issue under reference, this Tribunal has no other alternative but to pass a No Dispute Award.

A "No Dispute" Award is accordingly passed.  
This is may Award.

A. K. CHAKRAVARTY, Presiding Officer  
Dated, Calcutta,  
The 7th August, 1997.

मई दिल्ली, 21 अगस्त, 1997

का.प्र. 2286. — औद्योगिक विवाद अधिनियम, 1947  
(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार  
इंडियन ओवर सीज बैंक के प्रबन्धतंत्र के संबंध नियोजकों और  
उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में  
औद्योगिक अधिकरण मद्रास के पंचपट को प्रकाशित करती है  
जो केन्द्रीय सरकार को 21-8-97 को प्राप्त हुआ था।

[संख्या एल-12012/418/92-आई.प्र. (बी. II)]  
सनातन, डेस्क अधिकारी

New Delhi, the 21st August, 1997

S.O. 2286.—In pursuance of Section 17 of the  
Industrial Disputes Act, 1947 (14 of 1947), the Central  
Government hereby publishes the Award of the  
Industrial Tribunal, Madras as shown in the Anne-  
xure, in the industrial dispute between the employers  
in relation to the management of Indian Overseas  
Bank and their workman, which was received by the  
Central Government on the 21-8-97.

[No. L-12012/418/92-IR (B-II)]  
SANATAN, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,  
TAMIL NADU, MADRAS

Wednesday, the 30th day of April, 1997

esent :

HIRU S. THANGARAJ, B.Sc., LL.B.,  
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 26 of 1993

(In the matter of the dispute for adjudication under  
Section 10(1)(d) of the Industrial Disputes Act, 1947  
between the Workmen and the Management of

Indian Overseas Bank, Madras—1)

Between

Sri A. Raghunathan,  
3, Pandaram Lane,  
Dr. Alagappan Road,  
Madras—600 084.

And

The Asst. General Manager,  
Indian Overseas Bank,  
Central Office, 762, Anna Salai,  
Madras—600 001.

REFERENCE : Order No. L-12012/418/92/IR (B.II),  
Ministry of Labour, dated 12-3-93,  
Govt. of India, New Delhi.

This dispute coming on for final hearing on  
Tuesday, the 22nd day of April, 1997, upon perusing  
the Claim, Counter statements and all other material  
papers on record, upon hearing the arguments of  
Thvl. D. Hariparanthaman and V. Adhivarahan,  
Advocates appearing for the petitioner, and of Tvl.  
S. Kanniah and K. Selvaraj, Advocates appearing  
for the respondent management, and this dispute  
having stood over till this day for consideration, this  
Tribunal made the following.

#### AWARD

Government of India, vide their Order No.  
L-12012/418/92 IR(B.II), Ministry of Labour, dt.  
12-3-94, have referred to this Tribunal this dispute  
under Sec. 10(1)(d) of the I.D. Act, 1947 for adjudi-  
cation of the following issue :

Whether the action of the management of the  
Indian Overseas Bank in terminating the services  
of Sri Raghunathan, w.e.f. 7-12-87 is justified ?  
If not, to what relief he is entitled to ?

2. On service of notices both the petitioner and  
the respondent appeared before this Tribunal and  
filed their claim and counter statement respectively.

3. The main averments found in the claim state-  
ment are as follows :

The petitioner was appointed as Clerical  
Staff in the respondent Indian Overseas Bank,  
Central Office. On the night of 10-4-87, he  
fell ill with fever and headache and thereafter was not  
able to recall anything and had lost hold over rea-  
sonable thinking. As the mental condition of the  
petitioner deteriorated his parents gave him homeo-  
pathic treatment for a period of 3 months and there-  
after he was under the treatment of Dr. R. Ramdas,  
a Psychiatrist. While he was suffering from mental  
illness, it seems the management had sent a letter  
dated 10-10-87 stating that he should report for duty  
within 30 days falling which he would be deemed to

have voluntarily retired from service. Similar letter dated 17-12-87 also has been sent to him and he came to know about those letters and also his termination from service after his recovery from mental illness. The petitioner took up the matter to the General Secretary of the All India Indian Overseas Bank Employees Union who resigned subsequently and one Mr. Balakrishnan was elected as the President of the All India Overseas Bank Employees Union and the petitioner contacted him. As number of cases for unauthorised absenteeism was pending with the management they were unable to consider individual cases. Therefore, the petitioner has to raise the industrial dispute. The action of the respondent amounts to retrenchment within meaning of Sec. 2(o) of the I.D. Act, 1947. In such circumstances, the management has failed to follow Sec. 25F of I.D. Act, 1947, by not giving either compensation or wages for the period in lieu of notice and the termination order has been passed in gross violation of the provisions of the I.D. Act, 1947. The absence of the petitioner was neither wilful nor wanton but was due to his illness. The order of discharge passed by the management is highly disproportionate to the misconduct alleged against the petitioner. In such circumstances, award may be passed for reinstatement, continuity of service, backwages and all other attendant benefits.

4. The main averments found in the counter filed by the respondent are as follows : The petitioner joined the services of the respondent—bank as a clerk on 20-2-84. From the date of joining he lacked, concentration, accuracy and neatness in work. By the communication dated 30-10-84, he was called upon to improve his performance. When the petitioner had no leave to his credit, he had applied for 7 days leave from 6-1-85 to 12-1-85 and the same was treated as leave on loss of pay on medical grounds. In the said year, he had also availed 86 days leave on loss of pay on medical grounds. The petitioner was transferred to the Central Office and he joined duty on 11-7-86 and worked only for a day. He had absented from duty from 12-7-86 onwards for a period of more than 90 days. The bank was constrained to issue a notice on 22-10-86 invoking Clause XVI of the Memorandum of Settlement dated 17-9-84 and thereby called upon him to report for duty within 30 days from the date of receipt of such notice failing which he would be deemed to have been voluntarily retired from service. On receipt of the notice, the petitioner reported for duty on 7-11-86. He was cautioned for his unauthorised absence from 7-7-86 to 6-11-86 and was allowed to join duty. His increment was however deferred for the said period. In the year 1987, he has availed 62 days of leave on loss of pay on medical grounds. He absented from duty

from 10-4-87 for more than 90 days. Hence the respondent—bank was forced to issue notice of voluntary retirement dated 10-10-87 invoking Clause XVI of Memorandum of Settlement dated 17-9-84. In spite of the receipt of the second notice dated 10-10-87 petitioner failed to rejoin duty as required. Under these circumstances, the bank was compelled to presume that the petitioner has voluntarily retired from service w.e.f. 7-12-87. A perusal of Clause XVI of the Memorandum of Settlement dated 17-9-84 would clearly show that the notice issued to the petitioner was perfectly valid. There was absolutely no necessity to pay any compensation or wages in lieu of notice before passing the order dated 7-12-87. As per the terms of settlement, petitioner was deemed to have been voluntarily retired on his own accord when he had failed to comply with the notice issued to him. As it was a case of voluntary retirement, there was absolutely no necessity to hold an enquiry before passing an order dated 7-12-87. In spite of the opportunities before given to the petitioner, he failed to mend his ways. It was false to state that no opportunity was given to him before passing the final order. In such circumstances, there is absolutely no merit in the petition and hence the same may be dismissed.

4. One witness was examined on the side of the petitioner and Exs. W-1 to W-11 have been marked. One witness was examined on the side of the respondent and Exs. M.1 to M.8 have been marked.

5. The only point for our consideration is : Whether the action of the management of Indian Overseas Bank in terminating the services of Shri A. Raghunathan w.e.f. 7-12-87 is justified ? If not to what relief he is entitled to ?

6. The Point : Shri A. Raghunathan, the petitioner herein joined the services of the respondent bank as Clerk on 20-2-1984. It was alleged on the side of the respondent-bank that from the very beginning he lacked concentration, accuracy and neatness in work apart from his frequent absence for long periods. The respondent had sent a communication Ex. M.1 confirming the petitioner's services. Subsequently, the petitioner was transferred to the Central Office, of the bank at Madras. He reported for duty on 11-7-86 and abstained from duty since 12-7-86. The management had sent Ex. M.2 calling upon him to report for duty. The petitioner failed to respond. The bank then issued a notice of voluntary retirement dated 22-10-86 and the same is marked as Ex. M.8, invoking Clause XVI of Memorandum of Settlement. When the petitioner reported for duty he was allowed to join, treating his absence of 120 days on loss of pay on medical grounds. His increment was also deferred. From 10-4-87 he abstained from duty for more than 90 days and the bank was compelled to

issue notice invoking Clause XVI of the Memorandum of Settlement asking him to rejoin the duty within the prescribed period. The said notice was marked as Ex. M.6. The petitioner was absent even after receipt of the said notice and the bank was constrained to pass an order of voluntary retirement dated 7-12-87.

7. It was contended on the side of the petitioner that he fell sick and became insane from 10-4-87 to December, 1987. He has marked a medical certificate Ex. W-3 before this Tribunal and also a letter Ex. W-4 dated 1-10-90. MW.1 has denied receipt of those two documents by the respondent-bank. The petitioner has not shown any proof for sending those documents of the management's acknowledgement for having received those documents. It was argued on the side of the respondent that Ex. W-3 had been obtained from a doctor to suit the convenience of the petitioner to show that he was ill during that period. In the claim statement he has stated that when he became insane his parents gave him homeopathy treatment for three months and thereafter he was taken to a doctor. However Ex. W-3 covers the period from 1-2-87 to 18-12-87. The period mentioned in Ex. W-3 shows that it covers the period of 3 months wherein the petitioner has got homeopathy treatment. However, W-3 has been marked without sufficient proof. The doctor was not examined to prove the said certificate. The petitioner has also not produced any affidavit from the said doctor for having given treatment to the petitioner for his mental illness during that period. Merely by producing such certificate, the petitioner cannot contend that he was taking treatment for his mental illness during that period. To substantiate this reason, the respondent management has drawn my attention to a ruling of our High Court in *R. SOUNDARAPANDIAN Vs. SANTHANA DEVAN* [1990 (1) (LW P 113)] wherein our High Court held that the medical certificate is not admissible as evidence unless it is proved by evidence of the person giving it or at least by filing the affidavit of that person. By marking the xerox copy of the certificate and without examining doctor or getting any affidavit from him the petitioner has failed to prove the document. As already stated, he has also failed to prove Ex. W-4 letter through proper evidence. Therefore, the contention of the petitioner that he was mentally ill and was getting treatment between 1-12-87 to 18-12-87 cannot be accepted. Even from the contention of the petitioner, it is clear that he was absent from duty. The evidence of petitioner and also the documents on his side would not prove that he had sent intimation to the respondent bank, in time for his absence. As rightly pointed out, by the respondent bank, it has to be held that the

absence of the petitioner during that period was unauthorised.

Clause XVI of Memorandum of Settlement reads :

"Where an employee has not submitted an application for leave and absent himself from work for a period of 90 days or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned, or subsequently extended, or where there is satisfactory evidence, that he has taken up employment in India or the management is satisfied that he has no present intention of doing duties the management may at any time thereafter, give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of notice stating *inter alia* the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing evidence where available. Unless the employee reports for duty within 30 days or unless he gives an explanation or his absence satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employees will be deemed to have voluntarily retired from the service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply he shall be permitted to report for duty thereafter within 30 days from the date of expiry of the proposed notice without prejudice to the bank's right to take any action under the law or rules of service."

Ex. W-3 is dated 18-12-87. The order of voluntary retirement is dated 7-12-87. Therefore, it is clear that Ex. W-3 was obtained by the petitioner after passing of the order. Earlier the management issued notice dt. 22-10-87 (W-8) invoking Clause XVI of the Memorandum of Settlement and finally on receipt of the said notice, the petitioner reported for duty, he was allowed to join duty treating his absence from 12-7-86 to 7-1-87 on loss of pay on medical grounds. Once again petitioner had absented from duty from 10-4-87 for more than 90 days. At that time, the respondent management sent Ex. M.6 asking him to join duty. Even after receipt of the said notice, the petitioner has not joined duty within the prescribed time shown in Clause XVI of the Memorandum of Settlement. Therefore, the management was constrained to issue order of voluntary retirement on 7-12-87. As already seen, from the very beginning the petitioner has absented from duty unauthorisedly on number of occasions for months together. The petitioner when unauthorisedly continued the absence the respondent bank had no other alternative except

to issue notice and the petitioner continued his absence even after receipt of the notice and also the prescribed period of 30 days. The petitioner was deemed to have voluntarily retired from bank's service as stated in the notice. Therefore, the respondent management was justified in coming to the conclusion that the petitioner was deemed to have voluntarily retired from bank's service.

8. It was argued on the side of the petitioner-workman that he was retrenched from service as contemplated under Sec. 2(oo) of the I.D. Act, 1947. Sec. 2(oo)(a) says;

"Voluntary retirement of workmen".

The long absence of the workman even after the receipt of the notice and the period prescribed in the said notice show that the employee was deemed to have voluntarily retired from service of the bank. The petitioner cannot invoke Sec. 2(oo) of the I.D. Act. Further, the order of voluntary retirement passed by the bank will not amount to termination by the employer of the services of the workman as contemplated under Sec. 2(oo) of the I.D. Act. Therefore, the contention of the petitioner that the termination of his services will amount to retrenchment under Sec. 2(oo) of the I.D. Act, 1947 cannot be accepted.

9. It was further argued on the side of the petitioner that before passing the order of termination, the management has not followed Sec. 25F of the I.D. Act, 1947. As already stated, the workman was deemed to have voluntarily retired from services of the bank by his own conduct. It was not the result of any action against him by the respondent-bank. The respondent has drawn my attention to a ruling of our High Court in *M. RANGA-NARAYANAN Vs. CENTRAL BANK OF INDIA* (1995 Writ L.R. 175) which says that in a case where the employee has paved way for his removal on account of any act done by him there was no necessity for holding enquiry. In the above decision the employee has produced a false certificate saying that he belongs to Scheduled Tribe. In fact it was not so. When the management found out the falsity of the certificate, it had dismissed the employee from service. Similarly in the instant case, the workman herein by his unauthorised long absence even after the receipt of notice from the respondent-management, made the management to come to the conclusion that he was deemed to have voluntarily retired from the services of the bank. In these circumstances, there was no necessity to give one month's notice or wages in lieu of the said notice. Therefore, the contention of the petitioner that Sec. 25F has not been followed cannot be accepted.

10. It was contended on the side of the management that there was no necessity to frame charges against the workman and to hold an enquiry against him, as the act of the petitioner has paved way for his voluntary retirement. To substantiate the said reason the respondent-management invited my attention to the ruling of Apex Court in *INDIAN IRON & STEEL CO. LTD. Vs. THEIR WORKMEN* (AIR 1958 SC P 130) at page 137, wherein it has been held that whether leave should be granted or not must be left to the discretion of the management and therefore it cannot be taken as colourable or mala fide exercise of power. In the instant case also as the order passed by the respondent was on the ground of voluntary retirement of the petitioner there was no necessity to hold an enquiry.

11. As held by our Supreme Court in *WORKMEN OF FIRESTONE TYRE & RUBBER CO. OF INDIA LTD. Vs. MANAGEMENT* (1973 1 LLJ P 278) the petitioner has an opportunity to let in evidence for the first time before the Tribunal and in fact has utilised the said opportunity by examining himself as WW1 and to mark the documents on his side. As already stated, the claim made by the petitioner are not acceptable and it was only on his long absence even after the receipt of notice, he was deemed to have been voluntarily retired from service of the bank. In such circumstances, the petitioner cannot contend that there was no opportunity to him to put forth his contention in an enquiry.

12. It was also contended on the side of the petitioner that for the long absence of the petitioner due to illness, the punishment of removal from service is disproportionate to the misconduct alleged to have been committed by him. As already stated, no charge was framed against the petitioner for any misconduct and no disciplinary enquiry was held against him. It was only as provided under Clause XVI of the Settlement, the management came to the conclusion that the petitioner had voluntarily retired from service. In such circumstances, the contention of the petitioner that the order of removal from service was disproportionate to the misconduct alleged to have been committed by him cannot be accepted. The management has taken the decision on the failure of the petitioner to join duty even after receipt of the notice. Therefore, the said contention of the petitioner will be of no avail.

13. The petitioner has stated that on receipt of order dated 7-12-87 he had contacted the General Secretary of the Union Shri Mohan and thereafter Shri L. Balakrishnan and that had caused the delay. However, the petitioner has not substantiated the

same for the order passed on 7-12-87 the petitioner has moved the concerned authorities only in 1992, many years after the said order. Our Supreme Court in Central Bank of India Vs. S. Satyam & Ors. (1996 II LLJ P 820) has held that laches leading to the long delay is sufficient to disentitle the workmen to the grant of relief. The unsubstantiated, inordinate delay in raising the Industrial dispute will also go against the petitioner.

In the result, award is passed dismissing the claim of the petitioner. No costs.

Dated, this the 30th day of April, 1997.

S. THANGARAJ, Industrial Tribunal

#### WITNESSES EXAMINED

For Petitioner-workman :

W.W.1 : Thiru A. Raghunathan.

For Management :

M.W.1 : Thiru Ramachandrudu.

#### DOCUMENTS MARKED

For Petitioner-workman :

Ex. W-1/31-1-84 : Recruitment order issued to the petitioner (xerox copy).

W-2/7-12-87 : Order terminating the services of the petitioner (xerox copy).

W-3/18-12-87 : Medical fitness certificate issued to the petitioner (xerox copy).

W-4/1-10-90 : Letter from petitioner to the Management seeking permission to rejoin duty (xerox copy).

W-5/12-3-92 : Petition u/s. 2A of the I.D. Act filed before the Conciliation Officer (xerox copy).

W-6/15-4-92 : Counter filed by management to Ex. W.5 (xerox copy).

W-7/9-6-92 : Rejoinder filed by the petitioner-workman (xerox copy).

W-8/11-6-92 : Conciliation failure report (xerox copy).

W-9 : Letter by the petitioner to Govt. of India (xerox copy).

W-10/7-12-95 : Letter from petitioner to respondent seeking reinstatement (xerox copy).

Ex. W-11 : Postal receipt.

For Respondent-management :

Ex. M.1/30-10-84 : Letter from Regional Office to the respondent (xerox copy).

M-2/23-9-96 : Letter recalling the petitioner to report to duty (xerox copy).

M-3/24-11-86 : Letter from the respondent cautioning the petitioner to improve his leave record (xerox copy).

M-4/27-11-86 : Letter from the respondent to the petitioner deferring his annual increment (xerox copy).

M-5/13-12-86 : Show cause notice issued to the petitioner (xerox copy).

M-6/10-10-87 : Notice of voluntary retirement issued to the petitioner (xerox copy).

M-7/28-4-86 : Letter from the Central Office disclosing the petitioner's irregular attendance (xerox copy).

M-8/22-10-86 : Notice of voluntary retirement issued to the petitioner-workman.

नई दिल्ली, 26 अगस्त, 1997

का०आ० 2287:—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकाहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ब) के उपखंड (6) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का०आ० 730 दिनांक 26 फरवरी, 1997 द्वारा नामकीय ईंधन और संघटक, भारी पानी और संबंधित रसायन तथा आणविक ऊर्जा को उक्त अधिनियम के प्रयोजनों के लिए 26 फरवरी, 1997 से छ० मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है—

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 26 अगस्त 1997 से छः मास की ओर कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एस०-11017/3/97-आई०आर० (पी०एल०)]

एच० सी० गुप्ता, अवर सचिव

## MINISTRY OF LABOUR

New Delhi, the 26th August, 1997

S.O. 2287.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of the clause (n) of section 2 of the Industrial Dispute Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 730 dated 26th February, 1997 the industrial establishments manufacturing or producing Nuclear Fuel and Components, Heavy water and Allied Chemicals and Atomic Energy to be a public utility service for the purpose of the said Act, for a period of six months from the 26th February, 1997 :

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months :

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 26th August, 1997.

[No. S-11017/3/97-IR(PL)]

H. C. GUPTA, Under Secy.

(रोजगार और प्रशिक्षण महानिदेशालय)

शुद्धिपत्र

नई दिल्ली, 3 सितम्बर, 1997

का. आ. 2288—भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 21 जून, 1997 के पृष्ठ 3146 पर प्रकाशित भारत सरकार के रोजगार एवं प्रशिक्षण महानिदेशालय, श्रम मंत्रालय की अधिसूचना सं. का. आ. 1617, तारीख 10 जून, 1997 में, —

पृष्ठ 3146 की पंक्ति 4 में, —“केन्द्रीय शिक्षता नियम, 1962” के स्थान पर “केन्द्रीय शिक्षता परिषद् नियम, 1962” पढ़ें।

[सं. टी. जी. ई. टी.-8/1/93-ए.पी.]

कृष्णा शर्मा, अवर सचिव

(Directorate General of Employment and Training)

shed in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 21st June, 1997 at page 3146.

CORRIGENDUM

New Delhi, the 3rd September, 1997

S.O. 2288.—In the Notification of the Government of India in the Directorate General of Employment and Training, Ministry of Labour number S.O. 1617, dated the 10th June, 1997 publi-

at page 3146, in line 4, for “Central Apprenticeship Rules, 1962” read “Central Apprenticeship Council Rules, 1962”.

[No. DGET-8|1|93-AP]

KRISHNA SHARMA, Under Secy.